

IN THE CIRCUIT COURT FOR Washington County

(City or County)

CIVIL - DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT **CASE NUMBER** C-21-FM-18-000928

(Clerk to insert)

CASE NAME: Julie Marie Barr vs. David Lynn Barr

Plaintiff

Defendant

PARTY'S NAME: Julie Marie Barr

PARTY'S ADDRESS: 14528 Fairview Hill Lane

PHONE: _____

(Daytime phone)

PARTY'S E-MAIL: Clear Spring, MD 21722

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Andrea Cheeatow, Esquire **PHONE:** 301-797-3300

PARTY'S ATTORNEY'S ADDRESS: 134 West Washington Street, Hagerstown, MD 21740

PARTY'S ATTORNEY'S E-MAIL: andrea@cheeatowlaw.com

☐ I am not represented by an attorney

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

PLEADING TYPE

New Case: ☒ Original

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Issues section.

SPECIAL REQUIREMENTS

☐ Spoken Language Interpreter - **Attach form CC-DC-041**

☐ If you require an accommodation for a disability under the Americans with Disabilities Act - **Attach form CC-DC-049**

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No

C. Settlement Conference ☐ Yes ☐ No

B. Arbitration ☐ Yes ☐ No

D. Neutral Evaluation ☐ Yes ☐ No

If no, explain why: _____

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

Domestic Family

☐ Alimony/Spousal Support

☐ Annulment

☐ Breach

☐ Child Support - Private

☐ Custody

☒ Divorce

☐ Emancipation

☐ Enforce Foreign Order

☐ Family Legal/Medical

☐ Paternity/Parentage

☐ Recognition as Legal Child

☐ Visitation

Agency/IV-D

☐ Child Support

☐ Paternity/Parentage

☐ UIFSA

Adoption

☐ Adoption - Independent

☐ Adoption - Private Agency

Change of Name

☐ Change of Name

☐ Adult

☐ Minor

Guardianship

☐ Guardianship of Adult

Person and/or Property

☐ Guardianship of Minor

Person and/or Property

Independent Proceedings

☐ Amend Birth Certificate

☐ Change of Sex

☐ Correct Death Certificate

☐ Declare Deceased

☐ Dispose Body

☐ Amend Marriage Certificate

IF NEW OR EXISTING CASE: ISSUES (Check All that Apply)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> Adoption | <input type="checkbox"/> Change of Name | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Pension Distribution |
| <input checked="" type="checkbox"/> Alimony/Spousal Support | <input type="checkbox"/> Adult | <input type="checkbox"/> Emancipation | <input type="checkbox"/> Property Distribution |
| <input checked="" type="checkbox"/> Permanent | <input type="checkbox"/> Minor | <input type="checkbox"/> Enforcement | <input type="checkbox"/> Protective Order |
| <input checked="" type="checkbox"/> Rehabilitative | <input type="checkbox"/> Change of Sex | <input type="checkbox"/> Exceptions | <input type="checkbox"/> Register Foreign Order |
| <input type="checkbox"/> Amend Birth Certificate | <input checked="" type="checkbox"/> Child Support | <input type="checkbox"/> Family Legal/Medical | <input type="checkbox"/> Restore Former Name |
| <input type="checkbox"/> Amend Death Certificate | <input type="checkbox"/> Contempt | <input type="checkbox"/> Gdnshp of Adult | <input type="checkbox"/> Termination of Gdnshp |
| <input type="checkbox"/> Amend Marriage Certificate | <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Person | <input type="checkbox"/> Transaction Review |
| <input type="checkbox"/> Annulment | <input checked="" type="checkbox"/> Custody | <input type="checkbox"/> Property | <input type="checkbox"/> Use and Possession |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Declare Deceased | <input type="checkbox"/> Gdnshp of Minor | <input checked="" type="checkbox"/> Visitation |
| <input type="checkbox"/> Change of Name | <input type="checkbox"/> Dispose Body | <input type="checkbox"/> Person | |
| <input type="checkbox"/> Adult | <input checked="" type="checkbox"/> Divorce - Absolute | <input type="checkbox"/> Property | |
| <input type="checkbox"/> Minor | <input checked="" type="checkbox"/> Divorce - Limited | <input type="checkbox"/> Paternity/Parentage | |

ESTIMATED LENGTH OF HEARING

(Case will be tracked accordingly.)

Time estimate for a Merits Hearing: _____ Hours _____ Days

Time estimate for hearing other than a Merits Hearing: _____ Hours _____ Days

OTHER MATTERS

IS THIS CASE CONTESTED? ☒ Yes ☐ No If yes, which issues appear to be contested?

- ☐ Ground for divorce
- ☒ Child Custody ☒ Visitation
- ☒ Child Support
- ☒ Alimony ☐ Permanent ☐ Rehabilitative
- ☒ Use and possession of family home and property
- ☒ Marital property issues involving:
- ☐ Valuation of business ☐ Pensions ☐ Bank accounts/IRA's ☒ Real Property
- ☐ Other: _____
- ☐ Paternity
- ☐ Adoption/termination of parental rights
- ☐ Other: _____

Request is made for: ☒ Initial order ☐ Modification ☐ Contempt ☐ Absolute Divorce ☐ Limited Divorce

For non-custody/visitation issues, do you intend to request:

- ☐ Court-appointed expert (name field) _____ ☐ Mediation by a Court-sponsored settlement program
- ☐ Initial conference with the court ☐ Other: _____

For custody/visitation issues, do you intend to request:

- ☒ Mediation by a private mediator ☐ Appointment of counsel to represent child (not just to waive psychiatric privilege)
- ☐ Evaluation by mental health professional ☐ A conference with the Court
- ☐ Other Evaluation _____

Is there an allegation of physical or sexual abuse of party or child? ☐ Yes ☒ No

5/30/18

Date

134 West Washington Street

Address

Hagerstown, MD 21740

City, State, Zip



Signature of Counsel / Party

Andrea Cheeatow, Esq.

Printed Name

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Plaintiff

v.

DAVID LYNN BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Defendant

Case No. C-21-FM-18-000928

**COMPLAINT FOR CUSTODY AND ABSOLUTE DIVORCE OR,
IN THE ALTERNATIVE, LIMITED DIVORCE**

TO THE HONORABLE, THE JUDGES OF SAID COURT:

COMES NOW the Plaintiff, Julie Marie Barr, by and through her attorneys, Andrea Cheeatow, Esquire and the Law Offices of Andrea Cheeatow, LLC, and files this Complaint for Custody and Absolute Divorce or, in the alternative, Limited Divorce and for her reasons respectfully states as follows:

1. That on the 11th day of August 2001, the parties were lawfully married in a religious ceremony in Washington County, Maryland;
2. That the Plaintiff has been a resident of the State of Maryland for more than one (1) year prior to the filing of this Complaint;
3. That the Defendant has been a resident of the State of Maryland for more than one (1) year prior to the filing of this Complaint;

**COMPLAINT FOR CUSTODY
COUNT I**

The Plaintiff hereby incorporates the allegations contained in Paragraphs One (1) through Three (3) of the Complaint;

4. That the parties are parents to five (5) minor children; namely, Jesscella Barr, born on the 17th day of July 2002, Klayton Barr, born on the 30th day of July 2004, Alyssalyn Barr, born on the 13th day of September 2008, Gabriella Barr, born on the 6th day of July 2010, and Brantlee Barr, born on the 10th day of March 2013. An Affidavit in compliance with the Annotated Code of Maryland, Family Law § 9.5-209 is attached hereto as Exhibit 1;

5. That the Plaintiff is a fit and proper person to be the sole legal and primary physical custodian of the minor children;
6. That the Defendant is a fit and proper person to have visitation with the minor children;
7. That it is in the best interest of the minor children that the Plaintiff be awarded sole legal and primary physical custody of the minor child;

**COMPLAINT FOR ABSOLUTE DIVORCE OR,
IN THE ALTERNATIVE, LIMITED DIVORCE
COUNT II**

The Plaintiff hereby incorporates the allegations contained in Paragraphs One (1) through Seven (7) of the Complaint;

8. That Plaintiff has made substantial contributions, both monetary and non-monetary to the well-being of the family;
9. The Plaintiff is currently unemployed and has been economically dependent on Defendant;
10. That the Defendant is employed at Ellsworth Electric and earns a substantially larger income than Plaintiff, in addition to other income and benefits;
11. That the Plaintiff assisted and supported the Defendant in his employment and career opportunities throughout the marriage.
12. That by agreement of the parties, throughout the marriage, the Plaintiff was a stay at home mother, caring for their minor children while the Defendant was the income providing spouse;
13. That the Plaintiff has no source of income and as a result she is unable to meet the expenses of the home and support herself and their minor children;
14. That by reason of age and employment history, she cannot reasonably be expected to make substantial progress towards becoming self-supporting; and even after she has made as much progress towards becoming self-supporting as can reasonably be expected, the respective standards of living of the parties will be unconscionably disparate;
15. That there exists certain properties, all acquired during the marriage of the parties and said properties constitute "marital properties" within the purview of Annotated Code of Maryland, Family Law Article, § 8-201(e) (2006), as from time to time amended, including but not limited the following assets: furniture, motor vehicles, bank accounts and retirement accounts;

COUNT III

The Plaintiff hereby incorporates the allegations contained in Paragraphs One (1) through Fifteen (15) of the Complaint;

16. That the Defendant has committed adultery and Plaintiff has neither forgiven nor condoned said conduct and there is no reasonable hope or expectation of reconciliation between the parties;
17. That on or about May 2016, the Defendant moved to the basement of the marital home and the parties separated and have remained separated and apart from one another without cohabitation and with the express purpose and intent of ending their marriage; and that said separation was the deliberate and final act of both parties;
18. That on or about May 2016, the Defendant moved to the basement of the marital home and the parties separated and have remained separated and apart from one another without cohabitation; and the Defendant intended to end the marriage by removing himself from the marital bed, that this was a deliberate act, that it was not justified and that Plaintiff did not consent to his removal;
19. That pursuant to the Annotated Code of Maryland, Family Law Article, § 7-103(a)(1), as from time to time amended, the Plaintiff seeks an absolute divorce on the grounds of adultery or in the alternative, pursuant to the Annotated Code of Maryland, Family Law Article § 7-102(a)(4), as from time to time amended, a limited divorce on the grounds of separation, or pursuant to the Annotated Code of Maryland, Family Law Article, 7-102(a)(3), as from time to time amended, the Plaintiff seeks a limited divorce on the grounds of desertion .

WHEREFORE, the Plaintiff, Julie Marie Barr, respectfully prays:

- A. That the Plaintiff be GRANTED a Judgment of Absolute Divorce from the Defendant or in the alternative a Limited Divorce; and
- B. That she be AWARDED primary physical and sole legal custody of the minor children *Pendente Lite* and permanently; and
- C. That the Court DETERMINE the ownership of all personal and real property regardless of how titled; and
- D. That the Court ORDER a division in kind, or if this is not appropriate, a sale of all personal and real property jointly owned by the parties not determined to be family

home or family use personal property and, if sale be decreed, distribute the proceeds equitably; and

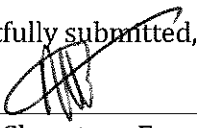
- E. That the Court DETERMINE the value of all marital property of the parties; and
- F. That the Court pass an ORDER granting to the Plaintiff a monetary award as an adjustment of the equities and rights of the parties in the marital properties; and
- G. That the Court ORDER such monetary award in favor of the Plaintiff be reduced to judgment; and
- H. That the Defendant be ORDERED to pay to the Plaintiff *pendente lite* and/or permanent alimony; and
- I. That the Court transfer at least one-half (1/2) of the marital portion of the Defendant's interest in his retirement to the Plaintiff; and
- J. That the Defendant be ORDERED to pay Plaintiff's reasonable counsel fees and the costs of these proceedings; and
- K. That this Honorable Court GRANT Plaintiff all rights and awards to which she is entitled under the Family Law Article of the Annotated Code of Maryland, as from time to time amended; and
- L. FOR SUCH OTHER AND FURTHER RELIEF AS THIS HONORABLE COURT DEEMS PROPER AND JUST.

AFFIRMATION

I SOLEMNLY declare and affirm, under the penalties of perjury, that the contents of the foregoing COMPLAINT FOR CUSTODY AND ABSOLUTE DIVORCE OR, IN THE ALTERNATIVE, LIMITED DIVORCE, are true and correct to the best of my knowledge, information and belief.


Julie Marie Barr

Respectfully submitted,


Andrea Cheeatow, Esq.
Law Offices of Andrea Cheeatow, LLC
Attorneys for Plaintiff, Julie Marie Barr
134 West Washington Street
Hagerstown, MD 21740
Phone 301-797-3300
Fax 301-797-3303
andrea@cheeatowlaw.com

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Plaintiff

v.

DAVID LYNN BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Defendant

Case No. C-21-FM-18-000928

AFFIDAVIT IN
COMPLIANCE WITH FAMILY LAW SECTION 9.5-209

I, JULIE MARIE BARR, state and affirm under the penalties of perjury and upon personal knowledge that the following statements are true:

1. I am over 18 years of age, under no legal or mental disabilities, and competent to affirm under oath all of the facts stated hereafter in this Affidavit.
2. I am the Plaintiff in the above-captioned action.
3. DAVID LYNN BARR, Defendant and I are parents to five (5) minor children; namely, Jesscella Barr, born on the 17th day of July 2002, Klayton Barr, born on the 30th day of July 2004, Alyssalyn Barr, born on the 13th day of September 2008, Gabriella Barr, born on the 6th day of July 2010, and Brantlee Barr, born on the 10th day of March 2013; (herein after "minor children").
4. The minor children's present address is 14528 Fairview Hill Lane, Clear Spring, MD 21722. The minor children have resided at the following addresses since birth:
 - i. 14528 Fairview Hill Lane, Clear Spring, MD 21722
5. My present address is 14528 Fairview Hill Lane, Clear Spring, MD 21722. The Defendant's present address is 14528 Fairview Hill Lane, Clear Spring, MD 21722.
6. I have not participated, as a party or witness or in any other capacity, in any other litigation concerning the custody of this minor child in the State of Maryland or any other state.

7. There is currently a protective order pending in the District Court for Washington County Maryland, Case No. D-112-FM-18-000497.
8. I know of no person not a party to the current proceeding who has physical custody of the minor child or claims rights of legal custody or physical custody of, or visitation with, the minor child.

5/30/18
Date

Julie M Barr
Julie Marie Barr, Plaintiff

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Plaintiff

v.

DAVID LYNN BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Defendant

Case No. C-21-FM-18-000928

LINE

TO THE CLERK OF COURT: Please enter the attached Acceptance of Service into the record of the above-captioned.

Respectfully submitted,



Andrea Cheeatow, Esq.
Law Offices of Andrea Cheeatow, LLC
Attorneys for Plaintiff, Julie Marie Barr
134 West Washington Street
Hagerstown, MD 21740
Phone 301-797-3300
Fax 301-797-3303
andrea@cheeatowlaw.com

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Plaintiff

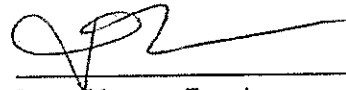
v.

DAVID LYNN BARR
14528 Fairview Hill Lane
Clear Spring, MD 21722
Defendant

Case No. C-21-FM-18-000928

ACCEPTANCE OF SERVICE

I, Jason Morton, Esquire, Attorney for Defendant, in the above referenced case, do acknowledge that I have received a Case Information Report, Complaint for Custody and Absolute Divorce or , in the Alternative, Limited Divorce, Affidavit in Compliance with Family Law § 9.5-209, Financial Statement, and Writ of Summons issued on May 30th, 2018. I hereby accept service thereof on June 4th, 2018.



Jason Morton, Esquire
Salvatore & Morton, LLC
Attorneys for the Defendant

DAVID LYNN BARR,

Petitioner

v.

JULIE M. BARR,

Respondent

* IN THE DISTRICT

* COURT OF MARYLAND FOR

* WASHINGTON COUNTY

*

* CASE NO. D-112-FM-18-000497

* * * * *

ENTRY OF APPEARANCE

MADAM CLERK:

Please enter my appearance on behalf of the Petitioner,
David L. Barr, for the purpose of the protective order hearing
scheduled in the above-captioned action.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253
Attorney Code 011929
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of May, 2018, a
copy of the foregoing Entry of Appearance was mailed, postage
prepaid, to Julie M. Barr, 14528 Fairview Hill Road, Clear
Spring, Maryland 21722, *pro se*, with a courtesy copy e-served on
Andrea Cheeatow, Esquire, at andrea@cheeatowlaw.com.



Jason Morton

JULIE MARIE BARR,

Plaintiff

v.

DAVID L. BARR,

Defendant

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

NOTICE OF SERVICE OF DISCOVERY MATERIALS

I HEREBY CERTIFY that on this 6th day of June, 2018, I e-served a copy of Defendant's First Set of Interrogatories and Defendant's First Request for Production of Documents via email to Andrea Cheeatow, Esquire, LAW OFFICES OF ANDREA CHEEATOW, LLC at andrea@cheeatowlaw.com, attorney for Plaintiff, Julie M. Barr.

I further certify that I will retain the original pleadings until this matter is concluded, the time for appeals exhausted, and any appeal noted ruled upon.



Jason Morton, Esquire
SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
jmorton@salvatoremorton.com
CPF #9412140253

Attorney for Defendant,
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of June, 2018 a copy of this Notice of Service of Discovery Materials was e-served on Andrea Cheeatow, Esquire, LAW OFFICES OF ANDREA CHEEATOW, LLC at andrea@cheeatowlaw.com, attorney for Plaintiff, Julie M. Barr via MDEC filing.

A handwritten signature in blue ink, appearing to read 'JMorton', is written over a horizontal line.

Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
Plaintiff

v.

DAVID LYNN BARR
Defendant

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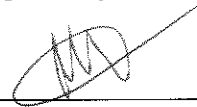
Case No. C-21-FM-18-000928

NOTICE OF SERVICE OF DISCOVERY COMPLIANCE

Pursuant to Maryland Rule 2-401(d) (2), Plaintiff, Julie Marie Barr, by and through her attorneys, Andrea Cheeatow, Esquire and the Law Offices of Andrea Cheeatow, LLC, hereby gives notice to this Honorable Court that copies of the Interrogatories and Request for Production of Documents were delivered on the 27th day of June 2018 to:

Jason Morton, Esq.
Salvatore & Morton, LLC
82 W. Washington Street, Ste. 100
Hagerstown, MD 21740

Respectfully Submitted,

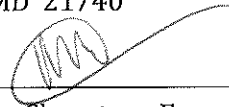


Andrea Cheeatow, Esquire
Law Offices of Andrea Cheeatow, LLC
134 West Washington Street
Hagerstown, Maryland 21740
Phone: 301-797-3300
Fax: 301-797-3303
andrea@cheeatowlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of June 2018, a copy of the foregoing document was electronically filed on MDEC and delivered to:

Jason Morton, Esq.
Salvatore & Morton, LLC
82 W. Washington Street, Ste. 100
Hagerstown, MD 21740



Andrea Cheeatow, Esq.

JULIE MARIE BARR,

Plaintiff

v.

DAVID L. BARR,

Defendant

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

**ANSWER TO COMPLAINT FOR CUSTODY AND
ABSOLUTE DIVORCE, OR IN THE ALTERNATIVE,
LIMITED DIVORCE**

David L. Barr, Defendant, by Jason Morton, his attorney, answers the Complaint for Custody and Absolute Divorce, or in the Alternative, Limited Divorce ("the Complaint") filed in this action by Julie M. Barr, Plaintiff, and states:

1. He admits the allegations of paragraph 1 of the Complaint.

2. He admits the allegations of paragraph 2 of the Complaint.

3. He admits the allegations of paragraph 3 of the Complaint.

4. He admits the allegations of paragraph 4 of the Complaint.

5. He denies the allegations of paragraph 5 of the Complaint.

6. He admits the allegations of paragraph 6 of the

Complaint; answering further, he avers that he is a fit and proper person to have custody of the minor children.

7. He denies the allegations of paragraph 7 of the Complaint.

8. He denies the allegations of paragraph 8 of the Complaint.

9. He admits the allegations of paragraph 9 of the Complaint.

10. He admits that he is employed at Ellsworth Electric and earns a substantially larger income than the Plaintiff at this time; he denies the remaining allegations of paragraph 10 of the Complaint.

11. He denies the allegations of paragraph 11 of the Complaint.

12. He denies the allegations of paragraph 12 of the Complaint.

13. He denies the allegations of paragraph 13 of the Complaint.

14. He denies the allegations of paragraph 14 of the Complaint.

15. He admits the allegations of paragraph 15 of the Complaint, except that he denies that there are any motor vehicles which constitute marital property.

16. He denies the allegations of paragraph 16 of the

Complaint.

17. He denies the allegations of paragraph 17 of the Complaint.

18. He denies the allegations of paragraph 18 of the Complaint.

19. He denies the allegations of paragraph 19 of the Complaint.

20. He denies every other allegation of the Complaint not specifically admitted in this Answer.



David L. Barr
Defendant




Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of July, 2018, a copy of the foregoing Answer to Complaint for Custody and Absolute Divorce, or in the Alternative, Limited Divorce, was e-served on Andrea Cheeatow, Esquire, LAW OFFICES OF ANDREA CHEEATOW, LLC, andrea@cheeatowlaw.com, attorney for Plaintiff, Julie M. Barr.


Jason Morton

JULIE MARIE BARR,

Plaintiff

v.

DAVID L. BARR,

Defendant

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

**JOINT MOTION FOR APPOINTMENT OF BEST INTEREST ATTORNEY
AND CHILDREN'S PRIVILEGE ATTORNEY**

Julie M. Barr, Plaintiff, by Andrea Cheeatow, her attorney, and David L. Barr, Defendant, by Jason Morton, his attorney, pursuant to Rules 9-205.1 of the Maryland Rules, request that the Court appoint a Best Interest and Children's Privilege Attorney for the parties' minor children, and for reasons states:

1. The parties to this action are married, with five (5) children born as a result of their marriage, namely Jescella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssa L. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 ("the Children").
2. Physical custody and visitation with the Children is at issue in this action.
3. Although the parties signed a Temporary Custody Agreement on June 14, 2018, in which they agreed to exercise joint legal and joint physical custody of the Children, they disagree adamantly as to the physical custodial arrangement which is in the Children's best interests.
4. Several factors for determining whether a best interest attorney should be appointed, as set forth in Rule 9-205.1(b), are relevant in this action: (1) request of one or both parties; (2) high level of conflict; (3) inappropriate adult influence or manipulation; (4) involvement by the local Department of Social Services; and (5) allegations of domestic violence.

6. Appointment of a Best Interest Attorney is particularly necessary in this action since the children are of sufficient age to communicate with counsel and the Court and will enable them to be effective participants in this action.

7. The appointment of a Best Interest Attorney may serve to facilitate settlement.

8. The Children have participated in individual therapy with a therapist.

9. Undersigned counsel has contacted Eric B. Andrews, Esquire, who has indicated his availability to act as best interest and child's privilege attorney for the minor children.

10. Plaintiff is willing to pay a retainer fee of \$3000 for a Best Interest Attorney, subject to final allocation by the Court.

WHEREFORE, Plaintiff/Counter-defendant requests the following relief:

A. That Eric B. Andrews, Esquire be appointed Best Interest Attorney, in accordance with the *Maryland Standards of Practice for Court-Appointed Lawyers Representing Children in Custody Cases*, for the Children in this action;

B. That Eric B. Andrews, Esquire be appointed Child's Privilege Attorney, in accordance with *Nagle v. Hooks*, 296 Md. 123 (1983), for the Children;


C. That the retainer fee of the Best Interest Attorney be paid by David L. Barr, subject to final allocation by the Court; and

D. That the parties be awarded such other and further relief as the nature of their cause may require.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr



Andrea Cheeatow
LAW OFFICES OF ANDREA CHEEATOW
134 West Washington Street
Hagerstown, Maryland 21740
301/797-3300

Attorney for Julie M. Barr
Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 18th day of July, 2018, a copy of the foregoing Joint Motion for Appointment of a Best Interest Attorney and Children's Privilege Attorney, was e-served on Andrea Cheeatow, Esquire, LAW OFFICES OF ANDREA CHEEATOW, LLC, andrea@cheeatowlaw.com, attorney for Plaintiff, Julie M. Barr.



Jason Morton

JULIE MARIE BARR,

Plaintiff

v.

DAVID L. BARR,

Defendant

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

CONSENT ORDER FOR ATTORNEY FOR MINOR CHILDREN

The parties to this action, having indicated their consent to the passage of this Order by the signatures of their counsel below, and this Court having determined that the parties have raised such significant issues relating to the minor children in this matter, namely, Jescella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssa L. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, "the Children"), it is this ___ 19th _ day of July, 2018, by the Circuit Court for Washington County, Maryland,

ORDERED that **Eric B. Andrews, Esquire, telephone number 301-745-4142**, is hereby appointed as a **Best Interest Attorney** in accordance with the Maryland Standards of Practice for Court-Appointed Lawyers Representing Children in Custody Cases. A Best Interest Attorney is a Court-appointed lawyer who provides independent legal services for the purpose of protecting a child's best interests, without being bound by the child's directives or objectives; it is further

ORDERED that **Eric B. Andrews, Esquire, telephone number 301-745-4142**, is hereby appointed as Children's Privilege Attorney pursuant to the Maryland Standards of Practice for Court-Appointed Lawyers Representing Children in Custody Cases. A Child's Privilege Attorney is a lawyer appointed in accordance with *Nagle v. Hooks*, 296 Md. 123 (1983), to decide whether to assert or waive, on behalf of a minor child in a custody action, any statutory privilege; it is further

ORDERED that the parties shall fully cooperate with the attorney appointed herein in the performance of the duties instructed by this Court; it is further

ORDERED that the attorney appointed herein shall have reasonable access to the child and to all otherwise privileged or confidential information, including, but not limited to, any protected health information about the children, without the necessity of any further Order of Court. The attorney's access to, and receipt of copies of, privileged and confidential information shall be without the necessity of a signed release, including medical, dental, psychiatric/psychological, social services (including access to all Child Protective Services and Family Services records), drug and alcohol treatment, law enforcement, and educational records and information; it is further

Entered: Clerk, Circuit Court for
Washington County, MD

1 July 19, 2018

ORDERED that, the attorney appointed herein shall be compensated as follows:

Payment into attorney's trust account. The child's attorney shall be paid an initial retainer fee from the Defendant, David L. Barr, in the amount of Three Thousand Dollars (\$3,000.00).

The attorney is authorized to draw from the trust account as the fee is earned, at a rate of Two Hundred Dollars (\$200.00) per hour for legal services on behalf of the children, upon submission of an itemized monthly statement to the Court, counsel and any unrepresented party.

Final allocation of fees shall be determined by the Court at a hearing on the merits of this case or upon the Petition of the attorney appointed herein or upon request for a hearing on fees by either party; it is further

ORDERED that, absent further Order of this Court, the attorney appointed herein shall be not required to participate in any appeal in this matter; it is further

ORDERED that, although the minor children are not a party to this action, the attorney appointed herein shall be entitled to engage in discovery as part of the performance of the duties assigned herein, and to file motions or seek Orders as appropriate in fulfillment of the duties appointed herein; it is further

ORDERED that, within ten (10) days of the date of this Order, counsel for Plaintiff, or Plaintiff shall provide to the attorney appointed herein copies of all any pleadings, correspondence between the parties or counsel for the parties, or any other documents requested by the attorney; it is further

ORDERED that, the attorney appointed herein shall not have any ex parte communications with the Court. In addition, the attorney/client privilege shall be respected at all times. As such, the attorney appointed herein may not speak to the parties without the prior permission of their respective attorneys, and the attorneys for the parties may not speak with the child without the prior permission of the attorney appointed herein; it is further

ORDERED that, Eric B. Andrews, Esquire, shall schedule a pretrial/settlement conference with all counsel at least thirty (30) days prior to the date of trial in order for her to disclose any recommendations that will be made at time of trial.

07/19/2018 11:06:13 AM



Viki M. Pauler

Judge

Approved to as to form and content:



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253
Attorney for
David L. Barr
Defendant



Andrea Cheeatow
LAW OFFICES OF ANDREA CHEEATOW
134 West Washington Street
Hagerstown, Maryland 21740
301/797-3300

Attorney for
Julie M. Barr
Plaintiff

Copies To:

Eric B. Andrews
Andrea Cheeatow
Jason Morton
Amie Spigler, Family Services Coordinator

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
Plaintiff

v.

DAVID LYNN BARR
Defendant

Case No. C-21-FM-18-000928

MOTION TO WITHDRAW APPEARANCE

COMES NOW the Petitioner, Andrea Cheeatow, Esquire and the Law Offices of Andrea Cheeatow, LLC, and Plaintiff, Julie Marie Barr, and respectfully requests unto Your Honor:

1. That she is the attorney of record for Julie Marie Barr, Plaintiff, in the within proceedings;
2. That the Plaintiff, Julie Marie Barr, notified your Petitioner that she is not satisfied with the attorney/client relationship and has requested that the relationship be severed immediately;
3. That notice was electronically mailed to Julie Marie Barr, Plaintiff, a copy of said notice attached hereto, of my intention to file a Petition to withdraw my appearance from the case and advising said Julie Marie Barr, Plaintiff, to have counsel enter an appearance on her behalf or if she intends to conduct her case in proper person, to so notify the Clerk in writing pursuant to Rule 2-132 of the Rules of Maryland Procedure. A copy of her Consent is attached hereto.

WHEREFORE, your Petitioner prays that she may be permitted to strike her appearance as counsel of record within this Case.

AND, AS IN DUTY BOUND, etc.

Respectfully submitted,




Andrea Cheeatow, Esq.
Law Offices of Andrea Cheeatow, LLC
134 West Washington Street
Hagerstown, Maryland 21740
(Phone) 301-797-3300 / (Fax) 301-797-3303
(Email) andrea@cheeatowlaw.com
CPF No. 0612120137

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of July, 2018, a copy of the foregoing document was electronically e-filed through MDEC to:

Jason Morton, Esq.
Salvatore & Morton, LLC
82 W. Washington Street, Ste. 100
Hagerstown, MD 21740

Eric B. Andrews, Esquire
6 West Washington Street, Suite 304
Hagerstown, Maryland 21740



Andrea Cheeatow, Esq.



THE LAW OFFICES OF
ANDREA CHEEATOW, LLC

134 WEST WASHINGTON STREET
HAGERSTOWN, MD 21740

PHONE: 301-797-3300

FAX: 301-797-3303

E: ANDREA@CHEEATOWLAW.COM

WEB: WWW.CHEEATOWLAW.COM

July 23, 2018

Julie Barr
14528 Fairview Hill
Clear Spring, MD 21722

Via Regular Mail and Email

RE: Termination of Services

**RE: NOTICE OF WITHDRAWAL OF ATTORNEY'S REPRESENTATION
Barr Divorce Matter**

Dear Mrs. Barr:

Per your request, I am withdrawing my representation from your case and have ceased all work with regards to settlement negotiations.

You must make arrangements to retain another attorney or conduct your case in proper person. It is your responsibility to notify opposing counsel, Attorney Jason Morton, Salvatore & Morton, 82 West Washington Street, Suite 100, Hagerstown, MD 21740, 301-739-3600 of your new attorney's name and contact information or if you are proceeding *pro se* in this matter.

By signing below, you acknowledge that it is your wish to sever our professional relationship and that you consent to my withdrawal.

Kind Regards,

Andrea Cheeatow, Esq.

I hereby acknowledge that it is my wish for Andrea Cheeatow, Esq. and the Law Offices of Andrea Cheeatow, LLC, to withdraw their representation in the above captioned matter.

Julie Barr

JULIE MARIE BARR,

Plaintiff

v.

DAVID L. BARR,

Defendant

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

RESPONSE TO MOTION TO WITHDRAW APPEARANCE

David L. Barr, Defendant, by Jason Morton, his attorney, responds to the Motion to Withdraw Appearance ("the Motion"), filed in this action by Andrea Cheeatow, Esquire, and for reasons states:

1. He has no objection to the Motion, so long as the striking of Ms. Cheeatow's appearance does not serve as a basis for a continuance, or result in delay in responding to the Defendant's discovery requests, or result in delay in the work on behalf of the Children by the Best Interest Attorney, etc.




Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of July, 2018, a copy of the foregoing Response to Motion to Withdraw Appearance was e-served on Andrea Cheeatow, Esquire, LAW OFFICES OF ANDREA CHEEATOW, LLC, andrea@cheeatowlaw.com, attorney for Plaintiff, Julie M. Barr; and on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR
Plaintiff

v.

DAVID LYNN BARR
Defendant

Case No. C-21-FM-18-000928

ORDER PERMITTING WITHDRAWAL OF APPEARANCE

IT IS _____ by the Circuit Court for Washington
County, Maryland,

ORDERED that Andrea Cheeatow, Esq. and the Law offices of Andrea Cheeatow, LLC, be and she is hereby permitted to strike her appearance as attorney of record in the within case;

AND that Julie Marie Barr, Plaintiff, be and is hereby

ORDERED to employ new counsel or to conduct her case in proper person.

the Civil Clerk shall send the notice contemplated t



07/27/2018 08:48:48 AM

Dana Moylan
Wright

JUDGE for the Circuit Court for
Washington County, Maryland

cc: Andrea Cheeatow, Esq.
Jason Morton, Esq.
Eric Andrews, Esq.
Julie Marie Barr, 14528 Fairview Hill, Clear Spring, MD 21722

Entered: Clerk, Circuit Court for
Washington County, MD
July 27, 2018



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue
Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972
Criminal: 301-790-7941
General: 301-733-8660
Assignment: 240-313-2540
Maryland Relay Service: 711
Fax Civil/Family/Juvenile: 301-791-0507

To: JULIE MARIE BARR
14528 FAIRVIEW HILL LANE
CLEAR SPRING, MD 21722

Case Number: C-21-FM-18-000928
Other Reference Number(s):

JULIE BARR VS. DAVID BARR

Date: 07/27/2018

NOTICE TO EMPLOY NEW COUNSEL

The record in the above-captioned case shows that, as of the date of this notice, you are not represented by counsel in this matter. You are hereby notified that unless new counsel enters his/her appearance in this case within fifteen (15) days after service upon you of this notice, your lack of counsel shall not be grounds for postponing any further proceedings concerning the case.

Without legal counsel, you face the risks of dismissal, judgment by default, and assessment of court costs against you.

This notice is being mailed to your last known address. You must inform the Clerk of any change of your address.

A handwritten signature in black ink, appearing to read "Kevin R. Tucker", is positioned above the printed name and title.

Kevin R. Tucker, Acting
Clerk of the Circuit Court

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

DAVID L. BARR

Plaintiff/Counter Defendant

v.

JULIE M. BARR

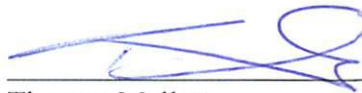
Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

ENTRY OF APPEARANCE

CLERK of the COURT:

Please enter my appearance as counsel on behalf of the Defendant/Counter Plaintiff, Julie Barr.



Thomas Mallon
Law Office of Thomas K. Mallon, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; *facsimile* (410) 847-9078
Attorneys for Defendant/Counter Plaintiff
Julie Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of July, 2018, a copy of the foregoing Entry of Appearance was mailed, first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740



Thomas Mallon

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE BARR

*

Plaintiff

*

VS.

*

Case No. C-21-FM-18-000928 (DA)

DAVID BARR

*

Defendant

*

NOTICE OF STATUS CONFERENCE AND ORDER TO APPEAR

In accordance with Maryland Rule 2-504.1, it is this 6th day of August, 2018, by the Circuit Court for Washington County, Maryland,

ORDERED that counsel shall attend a Status Conference on the **30th day of August, 2018 at 2:00 p.m.** at the office of the Family Magistrate located in the Circuit Court for Washington County, Maryland in Room 229; and it is further

ORDERED that counsel shall appear for the Status conference prepared to make decisions regarding settlement, consider appropriate forms of alternative dispute resolution, limit issues where possible, enter into stipulations, and discuss any other matters that may be considered at the conference; and it is further

ORDERED that if child support or alimony is at issue, both parties also shall bring to the Status Conference financial statements that have been completed in accordance with Maryland Rule 9-203(f) and copies of their last three paystubs or other income verification; and it is further

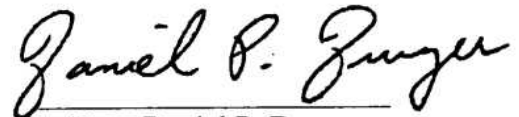
ORDERED that, to the extent practicable, all requests for the appointment of counsel for a minor child, parent coordination, psychological evaluations, and *pendente lite* relief shall be made at or before the Status Conference; and it is further

Entered: Clerk, Circuit Court for
Washington County, MD
August 7, 2018

ORDERED that counsel shall attend the Status Conference in person, unless otherwise excused by the Court. Counsel may be permitted to appear at the Status Conference by telephone only at the discretion of the Court. Any request to be excused or to appear by telephone must be made in advance of the Status Conference.

COUNSEL SHALL HAVE THEIR SCHEDULES
AVAILABLE SO ADDITIONAL DATES MAY BE SET.

**FAILURE BY COUNSEL OR A PARTY TO ATTEND THE STATUS
CONFERENCE AS ORDERED MAY RESULT IN GRANTING OF RELIEF
REQUESTED BY THE OPPOSING PARTY.**



Hon. Daniel P. Dwyer
Administrative Judge

CC:

Thomas Mallon, Esq. (Counsel for Plaintiff)
Jason Morton, Esquire (Counsel for Defendant)
Eric Andrews, Esquire (Court Appointed Best Interest Atty. for Children)
Amie Spigler, Family Services Coordinator
Assignment Clerk

JULIE MARIE BARR,	*	IN THE
Plaintiff/Counter-	*	CIRCUIT COURT FOR
Defendant	*	FOR WASHINGTON COUNTY,
v.	*	MARYLAND
DAVID L. BARR,	*	CASE NO. C-21-FM-18-000928
Defendant/Counter-	*	
Plaintiff	*	

* * * * *

**COUNTER-COMPLAINT
FOR ABSOLUTE DIVORCE
AND OTHER RELIEF**

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, hereby submits this Counter-Complaint for Absolute Divorce and Other Relief, and in support thereof states:

JURISDICTIONAL FACTS

1. The parties were married by a religious ceremony in Williamsport, Washington County, Maryland, on August 11, 2001.

2. Five (5) children were born to the parties as a result of the marriage, namely Jescella M. Barr born July 17, 2002; Klayton D. Barr born July 30, 2004; Aylssa L. Barr born September 13, 2008; Gabriella M. Barr born July 6, 2010; and Brantlee R. Barr born March 10, 2013 (hereinafter "the Children").

3. Both parties are adult residents of Washington County, State of Maryland, having resided there for more than one year prior to the filing of this Complaint.

GROUND

4. On or about June 15, 2018, the parties did separate from one another. Since the aforesaid date, the parties have lived separate and apart, uninterruptedly, without any cohabitation, in separate abodes.

5. In the alternative, the Counter-Defendant did commit cruelty or treatment and excessively vicious conduct toward the Counter-Plaintiff in that her treatment of the Counter-Plaintiff made the continuation of the marital relationship impossible, if the Counter-Plaintiff was to maintain his health, safety, and self-respect. Said cruelty of treatment and excessively vicious conduct was the deliberate and final act of the Counter-Defendant; and that there is no reasonable hope or expectation of a reconciliation between the parties.

CHILDREN

6. The Children are in the shared physical care and custody of the parties, and it is in their best interests that they be placed in the Counter-Plaintiff's sole legal and primary physical custody, with reasonable rights of visitation to the Counter-Defendant. The Counter-Plaintiff is a fit and proper person to have custody of the Children.

7. The Counter-Defendant is capable of contributing to the support of the Children.

MARITAL PROPERTY

8. The parties have tangible and intangible personal property which was acquired during the marriage and is "marital property," the same not having been acquired by inheritance or gift from a third party, and is not excluded by valid agreement nor is it directly traceable to any of these sources.

9. The Counter-plaintiff has made substantial monetary and non-monetary contributions to the wellbeing of the family throughout the parties' marriage.

FAMILY HOME AND FAMILY USE PERSONAL PROPERTY

10. The parties acquired after their marriage to each other real property located at Fairview Hill Lane, Clear Spring, Washington County, Maryland, which has been used during their marriage as their principal residence, is owned by them as tenants by the entirety, has been their family home, and is needed by the minor children to continue as their residence ("the Family Home").

11. The Family Home is encumbered by a mortgage which secures a debt ("the First Mortgage Debt") owed to Wells Fargo ("the First Mortgage Holder") and is encumbered by a second mortgage which secures a debt ("the Second Mortgage Debt") owed to BB&T ("the Second Mortgage Holder").

12. Located within and about the family home is substantial tangible personal property which was acquired during their marriage and has been used primarily for family purposes, including furniture, furnishings, and appliances.

WHEREFORE, the Counter-Plaintiff prays:

A. That the Counter-Plaintiff be awarded a judgment of absolute, or in the alternative, limited divorce from the Counter-Defendant;

B. That he be awarded primary physical custody of the parties' minor children, both *pendente lite* and permanently, with reasonable rights of visitation granted to the Counter-Defendant;

C. That he be awarded sole legal custody of the parties' minor children;

D. That he be awarded child support for the parties' minor child, both *pendente lite* and permanently, in accordance with the Maryland Child Support Guidelines;

E. That the principal residence of the Counter-Defendant and minor children of the parties at Fairview Hill Lane, Clear Spring, Washington County, Maryland, be declared a "family home," pursuant to §§8-206, et seq., of the Family Law Article of the Annotated Code of Maryland, as amended from time to time;

F. That the Court pass an Order requiring the Counter-Defendant to pay one-half the installments on both the First

F. That the Court pass an Order requiring the Counter-Defendant to pay one-half the installments on both the First Mortgage Debt and the Second Mortgage Debt on the "family home," the real property taxes, and the cost of insurance and maintenance, and similar expenses in connection with the "family home";

G. That the Counter-Plaintiff and the parties' minor children be granted use and possession of the "family home" for a period three (3) years, pursuant to §§8-205, *et seq.*, of the Family Law Article of the Annotated Code of Maryland;

H. That upon the conclusion of the use and possession period, the Court order a sale of the family home and order an equitable division of the proceeds; or in the alternative, that the Court transfer title to the "family home" (subject to the terms of any liens) to Counter-Plaintiff;

I. That the Court determine ownership of all personal and real property of the parties, to the extent that any dispute exists;

J. That the Court transfer title to any jointly-titled or Counter-Defendant-titled "family use personal property" (subject to the terms of any liens) to Plaintiff;

K. That the Court pass an order granting to Counter-Plaintiff a monetary award as an adjustment of the equities and rights of the parties;

L. That any such monetary award be reduced to a judgment in favor of the Counter-Plaintiff;


favor of the Counter-Plaintiff;

M. That the Counter-Defendant be ordered to make a contribution toward the reasonable attorney's fees incurred by the Counter-Plaintiff in this action; and

N. That Counter-Plaintiff be awarded such other and further relief as the nature of his cause may require.



David L. Barr




Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 13th day of August, 2018, a copy of the foregoing Counter-complaint for Absolute Divorce was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

*

* * * * *

LINE FILING FINANCIAL STATEMENT

MR. CLERK:

Please accept for filing the Financial Statement of David L. Barr, Defendant/Counter-plaintiff. Please seal the Financial Statement in accordance with Maryland Rules 9-203(d) and 16-907.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of August, 2018, a copy of the foregoing Line (and Financial Statement) was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Towson, Maryland; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

DAVID L. BARR

Plaintiff/Counter Defendant

v.

JULIE M. BARR

Defendant/Counter Plaintiff

*
*
*
*
*
*
*

CASE NO.: C-21-18-000928

NOTICE OF SERVICE OF DISCOVERY DOCUMENTS

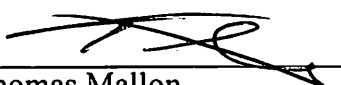
Pursuant to Maryland Rule 2-401(d), Notice is hereby given, that on the 13th day
of July , 2018, copies of the following Discovery Documents were served via hand delivery:

- ☒ (X) Interrogatories
- ☐ () Answers to Interrogatories
- ☒ (X) Request for Production of Documents
- ☐ () Response to Request for Production of Documents
- ☐ () Request for Admission of Facts
- ☐ () Response to Request for Admission of Facts
- ☐ () Notices of Deposition
- ☐ () Notice of Deposition and Documents to be Produced
- ☐ () Other:

TO: Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC



Thomas Mallon
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; facsimile (410) 847-9078
Attorneys for Plaintiff/Counter Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of August, 2018, a copy of the foregoing Notice Of Service Of Discovery Documents was served electronically via Maryland E-Filing system, and mailed first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740



Thomas Mallon

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE BARR	*	
Plaintiff/Counter-Defendant	*	
	*	
VS.	*	CASE NO. C-21-FM-18-000928
	*	(Absolute Divorce Case)
DAVID BARR	*	
Defendant/Counter-Plaintiff	*	

* * * * *

ORDER FOR MEDIATION

Pursuant to Maryland Rule 9-205, it is this _____ day of August, 2018, by the Circuit Court for Washington County, Maryland,

It is **ORDERED** that this matter is referred to two (2) sessions of mediation which shall each last approximately two (2) hours; it is further

ORDERED that all issues involving property and financials shall be mediated; it is further

ORDERED that the parties are hereby referred to the following Court-Appointed Mediator:

**Brian A. Kane, Esquire
Kane, Wilburn & Stone, P.A.
28 W. Washington Street, 3rd Floor
Hagerstown, MD 21740
240-513-4680**

It is **FURTHER ORDERED** that the parties shall contact the mediator within five working days from receipt of this Order to schedule an appointment; it is further

ORDERED that mediation shall be held and concluded within twenty (20) days prior to the scheduled *pendente lite* hearing/trial date; it is further

ORDERED that all mediation sessions shall be take place in Washington County, unless the parties and the mediator shall otherwise agree; it is further

ORDERED that the parties shall compensate the mediator at the rate of Two Hundred Dollars (\$200.00) per hour for the first two mediation sessions, to be paid in equal shares by between the parties. Payment shall be made to the mediator at the beginning of the first session; it is further

ORDERED that once a mediation session is scheduled, the parties must provide twenty-four (24) hours' notice to the mediator to postpone or cancel the mediation session. Failure to provide the mediator with such notice shall result in the parties compensating the mediator for the missed session; it is further

ORDERED that the parties and the mediator shall notify this Court and Family Services Coordinator immediately if an agreement has been reached as a result of mediation, or if an agreement has not been reached; it is further

ORDERED that the parties or the parties' counsel have thirty (30) days from the date of this Order to file with this Court a written objection to mediation of property, pursuant to Maryland Rule 17-103, or to request a specific mediator; it is further

ORDERED that, upon settlement or dismissal of the case, it is the responsibility of counsel for the plaintiff to notify not only the Clerk of Court, but, if a hearing date is scheduled, also the Assignment Clerk (240-313-2540) of such settlement or dismissal.

Note: Failure to appear for mediation or failure to pay the mediation fee may subject the offending party to a show cause order that may result in dismissal or judgment against that party.

08/30/2018 03:39:18 PM



Judge Viki M. Pauler

Copies To:

Brian A. Kane, Esquire
Thomas Mallon, Esquire
Jason Morton, Esquire
Amie Spigler, Family Services Coordinator

**CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND**

24 Summit Avenue

Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972 Criminal: 301-790-7941 General: 301-733-8660 Assignment: 240-313-2540

Maryland Relay Service: 711 Fax Civil/Family/Juvenile: 301-791-0507

Case Number:**C-21-FM-18-000928****Other Reference Numbers:****JULIE BARR VS. DAVID BARR**Date: **08/30/2018****MEDIATION SETTLEMENT DATA SHEET**

Mediator: Brian A. Kane, Esquire

Number of mediation sessions: _____

Date(s) of mediation session(s): _____

Time spent in mediation session(s): _____

Hours

Minutes

Time spent in preparation for this case: _____

Hours

Minutes

OUTCOME

- ☐ Settled prior to mediation.
- ☐ Settled during mediation.
- ☐ Partially settled during mediation
- ☐ Not settled in mediation.
- ☐ Parties refused to mediate or no contact with parties.
- ☐ Unsited for mediation.

Comments: _____

Payment Received from Parties: _____

Plaintiff(s): ☐ Yes ☐ NoDefendant(s): ☐ Yes ☐ No

If no, amount owed: _____

If no, amount owed: _____

Mediator's Signature_____
Date**Please do not include details of any settlement reached in mediation.****Please return via File and Serve to:**

Washington County Clerk of the Circuit Court

Use filing code: Mediator's Report

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE BARR

Plaintiff/Counter-Defendant

VS.

DAVID BARR

Defendant/Counter-Plaintiff

CASE NO. C-21-FM-18-000928
(Absolute Divorce Case)

* * * * *

ORDER TO PARTICIPATE IN PARENTING SEMINAR

It is this _____ day of August, 2018, by the Circuit Court for Washington County, Maryland,

ORDERED that the Plaintiff and Defendant shall register for, attend, participate in, and satisfactorily complete a co-parenting education program approved by the Circuit Court for Washington County, Maryland (see attached information sheet) or an equivalent out-of-county/state program; it is further

ORDERED that registration in the co-parenting education program be within fifteen (15) days of the date of this Order; it is further

ORDERED that completion of the co-parenting education program shall be within sixty (60) days of the date of this Order; it is further

ORDERED that each party shall pay the costs associated with the co-parenting education program; and it is further

ORDERED that a copy of the certificate of completion shall be promptly filed in this proceeding at the following address: Family Services Coordinator, Court House Annex, 24 Summit Avenue, Room 111, Hagerstown, MD, 21740.

08/30/2018 03:40:59 PM



Judge Viki M. Pauler

Entered: Clerk, Circuit Court for
Washington County, MD
August 31, 2018

Copies To:

The Washington County Family Center
221 McRand Court, Suite 300
Hagerstown, MD 21740

Thomas Mallon, Esquire

Jason Morton, Esquire

Amie Spigler, Family Services Coordinator

CO-PARENTING EDUCATION SEMINARS

The goal of the Co-Parenting Education Seminars is to help parents who live apart to work together to make decisions regarding their children.

Please register for ONE of the two options below:

Online class: <http://washingtonmd.onlineparentingprograms.com>

Register online and pay using PayPal or a credit card.

Select the 6-hour co-parenting class for \$69.99 + \$5.00 processing fee.

Class also offered in Spanish.

Discounted programs are available to income eligible parents.

A certificate is issued to participants that complete the course.

Topics include, but are not limited to:

- How Co-Parenting Affects Family Dynamics
- Impact of Changes in Family Structure
- How You and Your Co-Parent Communicate
- Making Shared Parenting Work
- Nonresidential and Long Distance Parenting
- Mediation and Litigation
- Ages and Stages

In-Person Class: The "Positive Parenting" seminar is offered in a group setting where parents are able to focus on the needs of their children and their family with others who are experiencing similar concerns regarding the impact of separation and divorce on their children. This interactive and supportive seminar includes video, lecture and small group work where participants can problem solve together and practice strategies for reducing conflict and improving his or her communication with the other parent. The seminar is a **six (6) week class offered on Wednesday evenings from 5 – 7p.m. No cost to participants. Certificate of Completion provided.**

Topics include, but are not limited to:

- Handling Stress and Anger
- Stages of Child Development
- How Morals and Values Impact Parenting Styles
- Parenting and Alcohol/Drug Use Effects on Children
- Alternatives to Spanking
- Communicating Effectively with Each Other as Parents

To register, please contact directly:

Dori Yorks
The Washington County Family Center
221 McRand Court, Suite 300
Hagerstown, MD 21740
301-790-4002

JULIE MARIE BARR,	* IN THE
Plaintiff/Counter-	* CIRCUIT COURT FOR
Defendant	* FOR WASHINGTON COUNTY,
v.	* MARYLAND
DAVID L. BARR,	* CASE NO. C-21-FM-18-000928
Defendant/Counter-	
Plaintiff	

* * * * *

EX PARTE MOTION FOR EMERGENCY CUSTODY

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney pursuant to Md.Fam.Law Code Ann. §1-203 and Rule 1-351 of the Maryland Rules, moves this Court to award him emergency custody of the parties' minor children, and in support thereof states:

1. The parties were married by a religious ceremony in Williamsport, Washington County, Maryland, on August 11, 2001.

2. Five (5) children were born to the parties as a result of the marriage, namely Jescella M. Barr, born July 17, 2002; Klayton D. Barr, born July 30, 2004; Aylssalyn Barr, born September 13, 2008; Gabriella M. Barr, born July 6, 2010; and Brantlee R. Barr, born March 10, 2013 (hereinafter "the Children").

3. Both parties are adult residents of Washington County, State of Maryland, having resided there for more than one year prior to the filing of this Motion.

4. Both parties have filed for absolute divorce in this

action and have sought primary physical custody of the Children. No *pendente lite* or merits hearing has been scheduled.

5. Pursuant to a Temporary Agreement as to Custody, Visitation and Child Support dated June 14, 2018, the parties share joint legal and joint physical custody of the Children, with Julie M. Barr having the Children with her 8 of every 14 nights, and David M. Barr having the Children with him 6 of every 14 nights ("the Agreement"). A true and accurate copy of the Agreement is attached hereto as Exhibit 1.

6. On July 19, 2018, Eric B. Andrews, Esquire was appointed Best Interest Attorney and Children's Privilege Attorney for the Children.

7. Subsequent to the Agreement, there have been two incidents of domestic violence perpetrated against two of the Children which warrant placing all of the Children in the emergency custody of the Defendant/Counter-plaintiff.

8. On August 20, 2018, the Plaintiff/Counter-defendant twice assaulted Jescella while driving the Children to the parties' visitation exchange location. The Plaintiff/Counter-defendant twice grabbed Jescella by her hair and punched her in the head. The assault was witnessed by the other four (4) children, who were extremely upset by the incident.

9. Defendant/counter-plaintiff did not file criminal charges or seek a protective order or file a motion for

emergency custody. However, after consultation among counsel for the parties, the parties agreed for Jescella to remain in the Defendant/counter-plaintiff's care on a temporary basis, pending further work by the Best Interest Attorney on behalf of the Children.

10. The Best Interest Attorney has met with Jescella, Klayton, Gabriella and Brantlee after the August 20 incident, but has spoken with only Jescella and Klayton in any depth.

11. Upon information and belief, the Best Interest Attorney is scheduled to meet with Plaintiff/Counter-defendant regarding the August 20 incident on September 4, 2018 at noon. The Best Interest Attorney has yet to meet with Defendant/Counter-plaintiff regarding the August 20 incident.

12. Klayton has also remained in the custody of the Defendant/Counter-plaintiff since August 20, 2018, by agreement of the parties.

13. On August 31, 2018, the Plaintiff/Counter-defendant bit Alyssalyn on the right thumb, breaking the skin and causing an indentation in her thumbnail. Gabriella witnessed this incident. The bite occurred because Alyssalyn ran from the Plaintiff/Counter-defendant and refused to get into the vehicle.

14. As with the August 20, 2018 incident, the Plaintiff/Counter-defendant did not discuss biting Alyssalyn's thumb and has since denied doing so to the Defendant/Counter-

plaintiff.

15. Defendant/Counter-plaintiff sought emergency medical care for both Jescella and Alyssalyn after the respective incidents.

16. All of the Children are afraid to return to the care of the Plaintiff/Counter-defendant.

17. Defendant/Counter-plaintiff is afraid for the Children's physical and emotional welfare, if they were to be returned to Plaintiff/Counter-defendant at this time.

WHEREFORE, Defendant/Counter-plaintiff requests the following relief:

A. That he be awarded primary physical custody of the parties' minor children, on an emergency basis, with visitation suspended until such time as the Children's safety can be assured;


B. That he be awarded sole legal custody of the parties' minor children; and

C. That he be awarded such other and further relief as the nature of his cause may require.

AFFIDAVIT OF DAVID L. BARR

I, David L. Barr, Defendant/Counter-plaintiff, state and affirm under the penalties of perjury and that the contents of the foregoing *Ex Parte* Motion for Emergency Custody are true to the best of my knowledge, information and belief.


David L. Barr


Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of September, 2018, a copy of the foregoing *Ex parte* Motion for Emergency Custody was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney; with a courtesy copy e-served on Amie Spigler, at Amie.Spigler@mdcourts.gov, Family Services Coordinator.


Jason Morton

TEMPORARY AGREEMENT AS TO CUSTODY,
VISITATION AND CHILDREN SUPPORT

This Temporary Agreement as to Custody, Visitation and Child Support is made as of this 14th day of June, 2018, by and between Julie M. Barr ("Mother"), and David L. Barr ("Father"). (Mother and Father are sometimes hereinafter referred to collectively as "the Parties.")

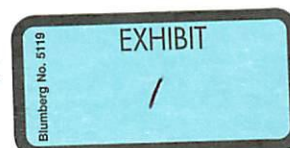
Explanatory Statement

The parties were married in a religious ceremony on August 11, 2001. Five (5) children were born of their marriage, namely of Jescella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, "the Children"). In contemplation of entering into a more comprehensive written agreement, and ultimately seeking a judgment of absolute divorce in the action styled as *Julie Marie Barr v. David Lynn Barr*, Circuit Court for Washington County, Maryland, Case no. C-21-FM-928 ("the Divorce Action"), the parties are entering into this Agreement to determine on a temporary basis all rights relating custody, visitation and child support. This Agreement shall remain in effect until modified by the parties in a subsequent written agreement or by Court Order in the Divorce Action. The parties agree to negotiate in good faith to revise this Agreement in the event that Wife obtains employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. Child Custody.

1.1. The parties shall have joint legal custody the Children. The parties shall have joint physical custody of the Children. Father shall have the right to visitation with the Children at reasonable times and places (primarily at the parties' camper at this time), including but not limited to the following schedule:



- Every other weekend from Friday at 4:30 p.m. until Sunday at 8:30 p.m. beginning June 16, 2018 (which the parties acknowledge is a Saturday);

- Every other weekend from Wednesday at 4:30 p.m. until Saturday at 8:30 p.m. beginning June 21, 2018;

- Every other Wednesday from 4:30 p.m. until Thursday at 9:00 a.m. beginning June 27, 2018. The parties recognize that on days when Father has the Children in his care and has to work, Wife shall watch the Children until his work day has concluded;

- Mother shall have the Children with her on Mother's Day, and Father shall have the Children with him on Father's Day. For Father's Day 2018, Husband shall have the Children from June 16 at 7:00 p.m. until June 17 at 10:00 p.m. and shall have the right to take the them to Lake Anna, Virginia;

- Father shall have the Children with him from June 27 at 9:00 a.m. until June 30 at 10:00 p.m. and shall have the right to take the them to Smith Mountain Lake, Virginia;

- On the following alternating holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, Easter Day, and Memorial Day; and

- At other times and places as the parties so agree. The parties agree that Husband or Wife may exercise additional visitation with all five Children or in any combination of Children. The parties agree that the other parent shall have right of first refusal should either party be unavailable for a period of no more than two hours;

- Unless the parties agree otherwise, pick up and drop off for all visitation shall occur at the home of Mother. Each party shall give reasonable notice to the other in the event that he/she cannot make visitation at the appointed time and/or place. All holiday and special visitation described above shall take precedence over the normal visitation schedule.

1.2. Both parties recognize that it will be necessary for there to be routine communications between them so that major decisions regarding the Children can be made in accordance with his best interests. The parties agree that each party is

entitled to reasonable telephone contact with the Children when they are in the care of the other party.

1.3. The parties acknowledge that the well-being of the Children is the paramount consideration of both parents and this well-being requires that he have the companionship of both parents and that both parents participate in their Children's lives. Parties agree to cooperate with each other in order to foster a feeling of affection between the Children and each parent. Parties agree not to make disparaging remarks regarding each other or discuss any details regarding the Divorce Action in the presence of any of the Children.

1.4. Both parties shall have the right to attend any school and/or extracurricular activities which the Children are involved in, regardless of which day they occur.

2. Child Support.

Father pay child support to Wife as follows:

(1) He shall pay the monthly mortgage, second mortgage, taxes, and insurance expenses (totaling approximately \$1700 per month) of the Marital Home;

(2) He shall pay the monthly electric, cable, internet, Wife's cell phone, his credit card, and camper payment (totaling approximately \$840 per month);

(3) He shall pay Wife the sum of \$150 per week for her to use for food, clothing, entertainment and other miscellaneous expenses of the Children;

(4) husband shall ensure that the brakes on van used by Wife are repaired on or before June 30, 2018, and shall furnish Wife with an invoice reflecting work done by the repair facility. Wife shall cooperate with Husband in making said vehicle available.

(5) The parties agree to revise the child support figure set forth in this paragraph 2, immediately upon Wife obtaining employment.

3. Health Insurance for Children and Wife.

3.1. The Children and Wife are presently covered under Husband's health insurance plan through his employer. Husband

shall continue to provide coverage for the Children through the health insurance plan available through this, and any future, employer, as long as it is available to him at a reasonable cost. Husband shall continue to provide coverage for Wife through the health insurance plan available through his employer until such time as the parties have been granted a judgment of absolute divorce or until Wife has insurance available to her through her employer, whichever is sooner.

3.2. Upon Wife's obtaining employment, any and all extracurricular expenses and unreimbursed medical expenses (including but not limited to co-pays, prescriptions, orthodontia, and dental expenses) shall be paid in equal proportion by the parties. If one party has advanced payment of these expenses directly to the third-party provider of services, the other party's share shall be paid directly to the advancing party immediately upon receipt of documentation which sets forth the total expense, the uninsured portion of the expense, and the portion which has already been paid by the advancing party. Payment to the advancing party and/or the third-party shall be made immediately upon receipt of documentation which sets forth the total expense.

3.3. Both parties agree to make all reasonable efforts to use the Children's primary care physician, presently _____, except in the event of an emergency or if the primary care physician has made a referral to another medical care provider. Should either party seek any emergency medical treatment on behalf of the Children, he/she shall make all reasonable efforts to inform the other party of the nature of the emergency and the location of the emergency medical provider, as soon as practicable.

4. Marital Home.

4.1. The parties own, as tenants by the entireties, real property known as 14528 Fairview Hill Road, Clear Spring, Washington County, Maryland, which was acquired by them during the marriage ("the Marital Home"). Both parties represent to the other that the Home is subject only to (1) a mortgage lien held by Wells Fargo ("Mortgagee"), which secures a debt for which the parties liable and which has an approximate current principal balance of \$180,000 ("First Mortgage Debt"); and (2) a mortgage lien held by BB&T ("Second Mortgagee"), which secures a debt for which the parties liable and which has an approximate current principal balance of \$2,000 ("Second Mortgage Debt").

Neither party shall increase either Mortgage Balance or permit any other lien or encumbrance to be placed against the Marital Home.

4.2. The Marital Home is presently occupied by Wife and the Children. Husband shall vacate the home by 9:00 p.m. on June 15, 2018. The parties agree that upon the signing of this Agreement, Husband shall be responsible for paying the expenses set forth in Paragraph 2, above. Wife shall have use and possession of the Marital Home upon the execution of this Agreement, except that Husband return from time to time to retrieve items of personal property and/or to pick up or drop off the Children from visitation and/or to provide any repairs or updates suggested by the realtor in Paragraph 4.3, and agreed upon by the parties. Neither party shall dispose of any personal property belonging to the other (or belonging to both parties), except upon the express written agreement of both parties.

4.3. The parties shall immediately list the Marital Home for sale with Brandi French, a realtor of their joint selection who shall determine the listing price. The parties agree to accept any *bona fide* offer to purchase the Marital Home within 5% of the then-current listing price. The parties shall cooperate fully with the realtor in an effort to sell the Marital Home. This will include, but not be limited to, their agreement that "open houses" be conducted regularly and that there be a For Sale sign posted conspicuously on the property, etc. Wife shall maintain the Marital Home in clean, neat, showcase condition during the entire time when it is listed for sale. Both parties shall contribute, to the extent they are able, funds and labor to make reasonable repairs and updates recommended by the realtor. The net proceeds of sale of the Marital Home, if any, shall be divided evenly between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's fees incurred in connection with the sale, (b) all other expenses of sale and closing costs, (c) any outstanding liens and encumbrances, including the principal, accrued interest and any prepayment penalty due on the mortgage.

5. Voluntariness.

Each party has been represented or has had the opportunity to be represented by independent counsel of his or her choice in

the negotiation and execution of this Agreement. Each party acknowledges and agrees that he or she has executed this Agreement freely and voluntarily for the purpose and with the intent of recording their agreement to determine all the issues relating to their respective rights and obligations incident to or arising out of custody, visitation and support for the children. There are no warranties, promises, covenants, or undertakings other than those expressly set forth in this Agreement. Each party acknowledges that this Agreement is fair and reasonable and that it is not the result of duress or undue influence exercised by the other or by any other person or persons.

6. *Protective Order.*

Husband has a protective order pending against Wife in the Circuit Court for Washington County, Maryland, Case no. C-21-FM-18-000928 ("the Protective Order Action"). Both parties shall take such steps as are necessary to dismiss the Protective Order Action, as soon as possible upon the execution of this Agreement. Neither party shall abuse or threaten to abuse the other party and/or the Children.

7. *Miscellaneous.*

7.1. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Maryland.

7.2. This Agreement contains the entire understanding of the parties; and there are no representations, warranties, covenants, or undertakings other than those expressly set forth in this Agreement.

7.3. No provision of this Agreement shall be construed for or against any party by reason of the fact that he or his legal counsel prepared any part of it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

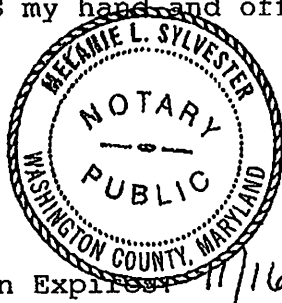
Regina M. Jones
Delecia L. Kirk

Julie M. Barr (SEAL)
Julie M. Barr
David L. Barr (SEAL)
David L. Barr

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 14th day of June, 2018, Julie M. Barr personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Temporary Agreement as to Custody, Visitation and Child Support are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS my hand and official Notarial Seal.



[Signature]

Notary Public

My Commission Expires 11/16/2020

STATE OF MARYLAND, COUNTY OF Washington, to-wit:

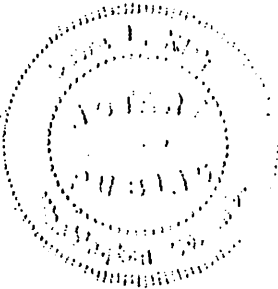
I HEREBY CERTIFY, that on this 14th day of June, 2018, David L. Barr personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Temporary Agreement as to Custody, Visitation and Child Support are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

WITNESS my hand and official Notarial Seal.

Delecia L. Kirk

Notary Public

My Commission Expires: 10/6/19



JULIE MARIE BARR,

Plaintiff/Counter-
Defendant
v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

*

* * * * *

CERTIFICATION PURSUANT TO RULE 1-351

I, Jason Morton, attorney for David L. Barr,
Defendant/Counter-plaintiff, hereby certify that I e-mailed
Thomas K. Mallon, Esquire, at tmallon@mallon-jurisprudence.com,
attorney for Plaintiff/Counter-defendant, and Eric B. Andrews,
Esquire, at ebalaw@verizon.net, best interest attorney and
children's privilege attorney, for the purpose of informing them
that I would present an *Ex Parte* Motion for Emergency Custody
relating to the parties' minor children to the Honorable Daniel
P. Dwyer, Washington County Court House, 95 West Washington
Street, Hagerstown, Maryland, on Wednesday, September 5, 2018,
at 1:30 p.m.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740

301/739-3600

jmorton@salvatoremorton.com

CPF#9412140253

Attorney for Defendant

David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of September, 2018, a copy of the foregoing Certification Pursuant to Rule 1-351 was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

TEMPORARY AGREEMENT AS TO CUSTODY,
VISITATION AND CHILDREN SUPPORT

This Temporary Agreement as to Custody, Visitation and Child Support is made as of this 14th day of June, 2018, by and between Julie M. Barr ("Mother"), and David L. Barr ("Father"). (Mother and Father are sometimes hereinafter referred to collectively as "the Parties.")

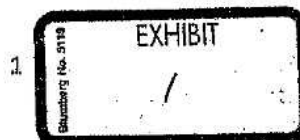
Explanatory Statement

The parties were married in a religious ceremony on August 11, 2001. Five (5) children were born of their marriage, namely of Jescella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, "the Children"). In contemplation of entering into a more comprehensive written agreement, and ultimately seeking a judgment of absolute divorce in the action styled as *Julie Marie Barr v. David Lynn Barr*, Circuit Court for Washington County, Maryland, Case no. C-21-FM-928 ("the Divorce Action"), the parties are entering into this Agreement to determine on a temporary basis all rights relating custody, visitation and child support. This Agreement shall remain in effect until modified by the parties in a subsequent written agreement or by Court Order in the Divorce Action. The parties agree to negotiate in good faith to revise this Agreement in the event that Wife obtains employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. Child Custody.

1.1. The parties shall have joint legal custody the Children. The parties shall have joint physical custody of the Children. Father shall have the right to visitation with the Children at reasonable times and places (primarily at the parties' camper at this time), including but not limited to the following schedule:



- Every other weekend from Friday at 4:30 p.m. until Sunday at 8:30 p.m. beginning June 16, 2018 (which the parties acknowledge is a Saturday);

- Every other weekend from Wednesday at 4:30 p.m. until Saturday at 8:30 p.m. beginning June 21, 2018;

- Every other Wednesday from 4:30 p.m. until Thursday at 9:00 a.m. beginning June 27, 2018. The parties recognize that on days when Father has the Children in his care and has to work, Wife shall watch the Children until his work day has concluded;

- Mother shall have the Children with her on Mother's Day, and Father shall have the Children with him on Father's Day. For Father's Day 2018, Husband shall have the Children from June 16 at 7:00 p.m. until June 17 at 10:00 p.m. and shall have the right to take the them to Lake Anna, Virginia;

- Father shall have the Children with him from June 27 at 9:00 a.m. until June 30 at 10:00 p.m. and shall have the right to take the them to Smith Mountain Lake, Virginia;

- On the following alternating holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, Easter Day, and Memorial Day; and

- At other times and places as the parties so agree. The parties agree that Husband or Wife may exercise additional visitation with all five Children or in any combination of Children. The parties agree that the other parent shall have right of first refusal should either party be unavailable for a period of no more than two hours;

- Unless the parties agree otherwise, pick up and drop off for all visitation shall occur at the home of Mother. Each party shall give reasonable notice to the other in the event that he/she cannot make visitation at the appointed time and/or place. All holiday and special visitation described above shall take precedence over the normal visitation schedule.

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entitled to reasonable telephone contact with the Children when they are in the care of the other party.

1.3. The parties acknowledge that the well-being of the Children is the paramount consideration of both parents and this well-being requires that he have the companionship of both parents and that both parents participate in their Children's lives. Parties agree to cooperate with each other in order to foster a feeling of affection between the Children and each parent. Parties agree not to make disparaging remarks regarding each other or discuss any details regarding the Divorce Action in the presence of any of the Children.

1.4. Both parties shall have the right to attend any school and/or extracurricular activities which the Children are involved in, regardless of which day they occur.

2. Child Support.

Father pay child support to Wife as follows:

(1) He shall pay the monthly mortgage, second mortgage, taxes, and insurance expenses (totaling approximately \$1700 per month) of the Marital Home;

(2) He shall pay the monthly electric, cable, internet, Wife's cell phone, his credit card, and camper payment (totaling approximately \$840 per month);

(3) He shall pay Wife the sum of \$150 per week for her to use for food, clothing, entertainment and other miscellaneous expenses of the Children;

(4) husband shall ensure that the brakes on van used by Wife are repaired on or before June 30, 2018, and shall furnish Wife with an invoice reflecting work done by the repair facility. Wife shall cooperate with Husband in making said vehicle available.

(5) The parties agree to revise the child support figure set forth in this paragraph 2, immediately upon Wife obtaining employment.

3. Health Insurance for Children and Wife.

3.1. The Children and Wife are presently covered under Husband's health insurance plan through his employer. Husband

shall continue to provide coverage for the Children through the health insurance plan available through this, and any future, employer, as long as it is available to him at a reasonable cost. Husband shall continue to provide coverage for Wife through the health insurance plan available through his employer until such time as the parties have been granted a judgment of absolute divorce or until Wife has insurance available to her through her employer, whichever is sooner.

3.2. Upon Wife's obtaining employment, any and all extracurricular expenses and unreimbursed medical expenses (including but not limited to co-pays, prescriptions, orthodontia, and dental expenses) shall be paid in equal proportion by the parties. If one party has advanced payment of these expenses directly to the third-party provider of services, the other party's share shall be paid directly to the advancing party immediately upon receipt of documentation which sets forth the total expense, the uninsured portion of the expense, and the portion which has already been paid by the advancing party. Payment to the advancing party and/or the third-party shall be made immediately upon receipt of documentation which sets forth the total expense.

3.3. Both parties agree to make all reasonable efforts to use the Children's primary care physician, presently _____, except in the event of an emergency or if the primary care physician has made a referral to another medical care provider. Should either party seek any emergency medical treatment on behalf of the Children, he/she shall make all reasonable efforts to inform the other party of the nature of the emergency and the location of the emergency medical provider, as soon as practicable.

4. Marital Home.

4.1. The parties own, as tenants by the entireties, real property known as 14528 Fairview Hill Road, Clear Spring, Washington County, Maryland, which was acquired by them during the marriage ("the Marital Home"). Both parties represent to the other that the Home is subject only to (1) a mortgage lien held by Wells Fargo ("Mortgagee"), which secures a debt for which the parties liable and which has an approximate current principal balance of \$180,000 ("First Mortgage Debt"); and (2) a mortgage lien held by BB&T ("Second Mortgagee"), which secures a debt for which the parties liable and which has an approximate current principal balance of \$2,000 ("Second Mortgage Debt").

Neither party shall increase either Mortgage Balance or permit any other lien or encumbrance to be placed against the Marital Home.

4.2. The Marital Home is presently occupied by Wife and the Children. Husband shall vacate the home by 9:00 p.m. on June 15, 2018. The parties agree that upon the signing of this Agreement, Husband shall be responsible for paying the expenses set forth in Paragraph 2, above. Wife shall have use and possession of the Marital Home upon the execution of this Agreement, except that Husband return from time to time to retrieve items of personal property and/or to pick up or drop off the Children from visitation and/or to provide any repairs or updates suggested by the realtor in Paragraph 4.3, and agreed upon by the parties. Neither party shall dispose of any personal property belonging to the other (or belonging to both parties), except upon the express written agreement of both parties.

4.3. The parties shall immediately list the Marital Home for sale with Brandi French, a realtor of their joint selection who shall determine the listing price. The parties agree to accept any *bona fide* offer to purchase the Marital Home within 5% of the then-current listing price. The parties shall cooperate fully with the realtor in an effort to sell the Marital Home. This will include, but not be limited to, their agreement that "open houses" be conducted regularly and that there be a For Sale sign posted conspicuously on the property, etc. Wife shall maintain the Marital Home in clean, neat, showcase condition during the entire time when it is listed for sale. Both parties shall contribute, to the extent they are able, funds and labor to make reasonable repairs and updates recommended by the realtor. The net proceeds of sale of the Marital Home, if any, shall be divided evenly between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's fees incurred in connection with the sale, (b) all other expenses of sale and closing costs, (c) any outstanding liens and encumbrances, including the principal, accrued interest and any prepayment penalty due on the mortgage.

5. Voluntariness.

Each party has been represented or has had the opportunity to be represented by independent counsel of his or her choice in

the negotiation and execution of this Agreement. Each party acknowledges and agrees that he or she has executed this Agreement freely and voluntarily for the purpose and with the intent of recording their agreement to determine all the issues relating to their respective rights and obligations incident to or arising out of custody, visitation and support for the children. There are no warranties, promises, covenants, or undertakings other than those expressly set forth in this Agreement. Each party acknowledges that this Agreement is fair and reasonable and that it is not the result of duress or undue influence exercised by the other or by any other person or persons.

6. *Protective Order.*

Husband has a protective order pending against Wife in the Circuit Court for Washington County, Maryland, Case no. C-21-FM-18-000928 ("the Protective Order Action"). Both parties shall take such steps as are necessary to dismiss the Protective Order Action, as soon as possible upon the execution of this Agreement. Neither party shall abuse or threaten to abuse the other party and/or the Children.

7. *Miscellaneous.*

7.1. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Maryland.

7.2. This Agreement contains the entire understanding of the parties; and there are no representations, warranties, covenants, or undertakings other than those expressly set forth in this Agreement.

7.3. No provision of this Agreement shall be construed for or against any party by reason of the fact that he or his legal counsel prepared any part of it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

Regina M. Long
Debra L. Kirk

Julie M. Barr (SEAL)
Julie M. Barr
David L. Barr (SEAL)
David L. Barr

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 14th day of June, 2018, Julie M. Barr personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Temporary Agreement as to Custody, Visitation and Child Support are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS my hand and official Notarial Seal.



[Signature]

Notary Public

My Commission Expires 11/16/2020

STATE OF MARYLAND, COUNTY OF Washington, to-wit:

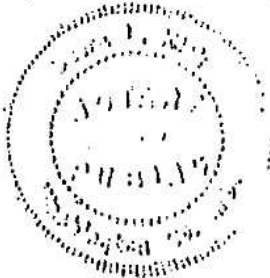
I HEREBY CERTIFY, that on this 14th day of June, 2018, David L. Barr personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Temporary Agreement as to Custody, Visitation and Child Support are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

WITNESS my hand and official Notarial Seal.

Debra L. Kirk

Notary Public

My Commission Expires: 10/6/19



IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR

Plaintiff/Counter-Defendant

v.

DAVID L. BARR

Defendant/Counter-Plaintiff

Case No.: C-21-FM-18-000928

INTERIM CUSTODY ORDER

This matter having come before this Honorable Court on an Ex Parte Motion For Emergency Custody on the 5th day of September, 2018, testimony having been taken and the pleadings having been read and considered, it is thereupon this ____ 10th of September, 2018, by the Circuit Court for Washington County, Maryland;

ORDERED, that the Defendant/Counter-Plaintiff's Ex Parte Motion For Emergency Custody is GRANTED in part and DENIED in part as follows;

ORDERED, that on an interim basis, pending any further agreement between the parties or hearings in this matter, primary physical custody of Jesscella M. Barr, born July 17, 2002 and Klayton D. Barr, born July 30, 2004, is awarded to the Defendant/Counter-Plaintiff, David L. Barr; and it is further

ORDERED, that Jesscella M. Barr shall continue counseling with Melissa Jackson at Brook Lane and Klayton D. Barr shall undergo an assessment at Brook Lane to determine whether counseling, if any, is warranted and if so, Klayton D. Barr shall undertake counseling as recommended; and it is further

ORDERED, that the Plaintiff/Counter-Defendant, Julie Marie Barr shall participate in said counseling as deemed necessary by the respective counselor with both parties to follow through with any recommendations of said counselor regarding access between the Plaintiff/Counter-Defendant, Julie Marie Barr and Jesscella M. Barr and Klayton D. Barr; and it is further

ORDERED, the Temporary Agreement As To Custody, Visitation And Children Support executed between the parties on June 14, 2018, to the extent the terms and conditions of same are not inconsistent with this Interim Custody Order, shall be incorporated but not merged into this Interim Custody Order (See attached Exhibit #1); and it is further

ORDERED, that by agreement of the parties, neither party shall nor allow any other person to administer any corporal punishment to any of their children.

All subject to further Order of this Honorable Court

09/10/2018 08:47:55 AM



Daniel P. Dwyer

JUDGE DANIEL P. DWYER

cc: Jason Morton, Esquire
Thomas K. Mallon, Esquire
Eric B. Andrews, Esquire

Entered: Clerk, Circuit Court for
Washington County, MD
September 10, 2018

parties.

3. In accordance with the Order, Defendant was to have the Children in his care overnight on the evening of September 26, 2018.

4. Plaintiff failed and refused to provide Plaintiff with overnight access on September 26, 2018, and never provided a reason for her denial.

5. On September 27, 2018, undersigned counsel alerted counsel for Plaintiff and the Best Interest Attorney for the Children of the denial of access on September 26 and attempted to secure Plaintiff's assurance that visitation for the weekend of September 28 - 30 would proceed in accordance with the Order.

6. The Best Interest Attorney stated that visitation should proceed in accordance with the Order.

7. Despite undersigned counsel's efforts to resolve the situation without court involvement, and despite the Best Interest Attorney's two written requests that visitation proceed in accordance with the Order, Plaintiff failed and refused to provide visitation to the Defendant over the weekend of September 28 - 30.

8. True and accurate copies of the e-mail exchanges among counsel relating to this visitation dispute which is the subject of this Petition are attached hereto as Exhibits Under Seal 1,

2, and 3, respectively.

9. In addition, Plaintiff worked overnight on September 28 and 29 and left the Children in the care of a third party or parties, thus also violating the provision of the Order that a party provide access to the other, in the event that he/she is unavailable to care for the Children for a period of two (2) or more hours.

10. Texts from the Plaintiff suggest that her denial of visitation is a direct result of the Defendant's alleged failure to pay child support to Plaintiff. Even if this were so, it is not a basis to withhold visitation. A true and accurate copy of the text exchange between the parties during the period from September 24 - September 30 is attached hereto as Exhibit 4.

WHEREFORE, David L. Barr requests the following relief:

1. That this Court order a prehearing conference and a hearing on this Petition;

2. That this Court issue an order finding Julie M. Barr in contempt;

3. That this Court issue an order incarcerating Julie M. Barr until such time as she purges herself of contempt;

4. That this Court issue an order directing Julie M. Barr to pay Plaintiff's reasonable attorney's fees and expenses incurred in obtaining this Order pursuant to Maryland Family Law

Code Ann. §9-105;

5. That he be awarded such other and further relief as the nature of his cause may require.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of October, 2018, a copy of the foregoing Petition for Contempt and Related Relief was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

* 88% 7:39 AM

Julie
Mobile

what do u mean

Gabriella appointment
October 1 at 1:50

With who

Are you kidding me or are you
stupid

Is it brook lane

No

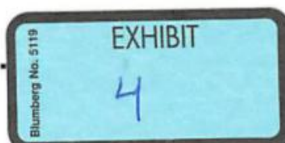
Why won't u let Alyssa meet
with Eric Andrews

It's her eye doctor then

I've told you it's in a text

9/24/18 8:17 AM

...



..



+ Type a message...





Bluetooth, Alarm, 4G LTE, Signal strength, 88%, Battery, 7:39 AM



Julie
Mobile



9/24/18 8:17 AM

I just went back a month and
did not see any text about her
appointment

9/24/18 8:28 AM

October 11 at 3:15

Just show's you have never
cared or been good with
dates since I was the only
one taking care of these
things

U just sent me about October
1 at 150

9/24/18 12:07 PM

Doctor's appointment

9/24/18 1:18 PM

+ Type a message...





Julie
Mobile



Doctor's appointment

9/24/18 1:18 PM

What are you talking about I
won't let Alyssa go see Eric
Andrews not true

9/24/18 4:58 PM

U think I will be allowed to
talk to the kids tonight??

9/24/18 5:43 PM

They were asleep

9/24/18 7:09 PM

I would like to talk to the kids

9/24/18 8:02 PM

I would like to talk to the kids

So how did I ruin your life

+ |Type a message...





88% 7:40 AM



Julie
Mobile



9/24/18 8:02 PM

I would like to talk to the kids

So how did I ruin your life
now??

9/24/18 8:51 PM

But I still can't talk to the
kids??

I understand :
Keep me from the kids
because u are angry at me 👍
👍

Tuesday 6:36 PM

Will I be able to talk to the
kids tonight??

Wednesday 2:41 PM

+ |Type a message...





Bluetooth, Alarm, 4G LTE, Signal strength, 88%, 7:40 AM



Julie
Mobile



Wednesday 2:41 PM

Mrs Stephens miss read your note and is still at the school

Wednesday 2:59 PM

Yes but kids were not off bus yet any ways

Wednesday 4:10 PM

If new time is 5
Am I picking them up at the house?

Wednesday 4:54 PM

Ummm
What is going on??

Wednesday 5:01 PM

It's 5 pm and I am at sheetz?????

+ Type a message...





Julie
Mobile



Wednesday 5:10 PM

What is going on?

Wednesday 5:19 PM

Been sitting here for 20
minutes

Still waiting for
communication

What

It's 530??

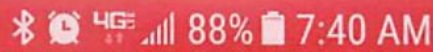
Why should they come there
and sleep at your parents

Where else I am supposed to
live

U do realize that the custody

+ |Type a message...



Julie
Mobile

Where else I am supposed to live

U do realize that the custody
arrangements are court
ordered now

U had Alyssa call me and
move it to 5 so she could
watch a movie
I have been sitting here since
5

I have been sitting here for an hour



+ Type a message...







Julie
Mobile



I would like to talk to the kids

Thursday 8:33 AM

I seen u callef

Called

Thursday 9:05 AM

I just want to confirm that I
will be picking up the kids
tomorrow at 430 per our
agreement

Thursday 3:57 PM

Clear Spring school called
your trying to change address

I changed my adress
Where it says
Father's adress



+ Type a message...





88% 7:40 AM



Julie
Mobile



I changed my adress
Where it says
Father's adress

Thursday 4:16 PM

Not what they said

Is Alyssa going to her
appointment

Yes

Thursday 4:32 PM

What appointments does
Alyssa or Gabriella have
monday

Gabriella doctor which I
already texted

U never said which doctor



Type a message...





Julie
Mobile



Gabriella doctor which I
already texted

U never said which doctor

Thursday 5:29 PM

Doctor is a doctor

Thursday 5:38 PM

Except they are all a different
locations

Friday 8:32 AM

Same location she is 8 years
old

Thank u for not being clear
and beating around the bush

Friday 8:41 AM

Thanks for not nutting money

+ |Type a message...





Bluetooth, Alarm, 4G LTE, Signal, 88%, Battery, 7:41 AM



Julie
Mobile



Friday 8:41 AM

Thanks for not putting money
in

Friday 4:11 PM

As of right now I don't know
what's going on haven't
heard anything back from my
lawyer

Still no money in account,
cable out, electric bill is past
due

Friday 4:27 PM

I am sitting at sheetz

I have heard nothing about
this weekend and you haven't
paid either



Type a message...





Julie
Mobile



I have heard nothing about
this weekend and you haven't
paid either

Eric Andrews email even says
that there is no problem and I
SHOULD have the kids

I just got paid today
Cable and electric will be
taken care of today

Where is the money why
haven't you upheld your
agreement on paying bills

There's enough money in my
account

No money

It's in normally by midnight



+ | Type a message...





Julie
Mobile



It's in normally by midnight

I had to wait until I got paid
Electric and cable will be paid
today

They put my money in the
account

Then put the money in

Did not realize they were past
due

Stop playing games you know
when every bill is due

I have not been given an
electric bill in weeks

It is now 4

+ Type a message...





88% 7:41 AM



Julie
Mobile



electric bill in weeks

It is now 433

Friday 4:45 PM

Contempt of court papers are
being filed Monday

The agreement has not yet
been changed it's in writing
and you're breaking it

Done talking to you until the
money there

Your attorney has had this for
2 weeks
And he provided your
responses so that proves u
knew
This is only making things
more difficult
I would really like to see the

+ Type a message...





Bluetooth, Alarm, LTE, Signal, 88%, 7:41 AM



Julie
Mobile



money there

Your attorney has had this for
2 weeks
And he provided your
responses so that proves u
knew
This is only making things
more difficult
I would really like to see the
kids

Friday 4:55 PM

Electric bill is paid

Bills are paid

Please respond

Still waiting

I would like to at least talk to
the kids then



Type a message...





Bluetooth, Alarm, 4G LTE, Signal, 88%, 7:42 AM



Julie
Mobile



Electric bill is paid

Bills are paid

Please respond

Still waiting

I would like to at least talk to
the kids then

Friday 5:15 PM

So u swear if I transfer money
u will bring the kids?

Julie?

Saturday 7:16 AM

So who had the kids over
night?????????????



+ |Type a message...





Julie
Mobile



Saturday 7:16 AM

So who had the kids over
night???????????

Saturday 7:39 AM

I want to talk to the kuds

Kids

Saturday 8:10 AM

When was the last time
u talked to jesscella and
klayton

Saturday 8:31 PM

I would like to talk to the kids

Saturday 11:51 PM

At work and I was told and
god knows who has the kids

+ |Type a message...





Bluetooth, Alarm, 4G LTE, Signal, 88%, 7:42 AM



Julie
Mobile



I want to talk to the kids

Kids

Saturday 8:10 AM

When was the last time
u talked to jesscella and
klayton

Saturday 8:31 PM

I would like to talk to the kids

Saturday 11:51 PM

At work and I was told and
god knows who has the kids

Was not told

Yesterday 7:08 PM

I would like to talk to the kids

Delivered



Type a message...



- To find out if the Public Defender will provide a lawyer for you, you must contact the Public Defender after any prehearing conference or master's hearing and **at least 10 business days before the date of the hearing before a judge.**
- If no prehearing conference or master's hearing is scheduled, you should contact the Public Defender as soon as possible and **at least 10 business days before the date of the hearing before a judge.**
- The court clerk will tell you how to contact the Public Defender.

(d) If you want a lawyer but you cannot get one and the Public Defender will not provide one for you, contact the court clerk as soon as possible.

(e) DO NOT WAIT UNTIL THE DATE OF YOUR HEARING TO GET A LAWYER. If you do not have a lawyer before the hearing date, the court may find that you have waived your right to a lawyer, and the hearing may be held with you unrepresented by a lawyer.

3. IF YOU DO NOT APPEAR FOR A SCHEDULED PREHEARING CONFERENCE, MASTER'S HEARING, OR A COURT HEARING BEFORE THE JUDGE, YOU WILL BE SUBJECT TO ARREST.

Judge

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff
* * * * *

* IN THE
* CIRCUIT COURT FOR
* FOR WASHINGTON COUNTY,
* MARYLAND
* CASE NO. C-21-FM-18-000928

ORDER

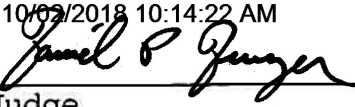
Having considered David L. Barr's Petition for Contempt and Related Relief, it is hereby this ____2nd of October, 2018 ____, 2018, by the Circuit Court for Washington County, Maryland

ORDERED that provided a photocopy of the Petition for Contempt and Related Relief and this Order are served on Julie M. Barr pursuant to Rule 2-121 (personal service)/ pursuant to Rule 1-321 to Thomas K. Mallon, attorney for Julie M. Barr no later than the ____17th day of October ____, 2018:

1. Julie M. Barr shall file an answer to the Petition for Contempt and Related Relief no later than the 31st day of ____October ____, 2018;

A hearing shall be scheduled at the request of either party after service of process.

10/09/2018 10:14:22 AM



Judge

Daniel P. Dwyer

cc: Jason Morton
Thomas K. Mallon
Eric B. Andrews

LAW OFFICES OF
SALVATORE & MORTON, LLC
82 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

(301) 739-3600
(301) 797-6065 FAX
www.salvatoremorton.com

John R. Salvatore
Jason Morton
Jennifer M. Keefer

October 9, 2018

VIA E-MAIL TRANSMISSION (tmallon@mallon-jurisprudence.com) ONLY

Thomas K. Mallon, Esquire
THE LAW OFFICE OF THOMAS K. MALLON, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204

RE: *Julie Marie Barr v. David L. Barr*
Circuit Court for Washington County, Maryland
Case no. C-21-FM-18-000928

Dear Tom:

Per our email exchange of today's date, you have agreed to accept service on behalf of Julie M. Barr the following pleadings in the above-referenced divorce action:

- (1) Petition for Contempt and Related Relief;
- (2) Show Cause Order;
- (3) Summons; and
- (4) Notice to Person Alleged to be in Contempt

I appreciate your courtesy in this matter and will notify the Clerk's Office of service by copy of this letter.

Very truly yours,



Jason Morton

Enclosures (4)

Cc: Clerk of the Circuit Court for Washington County
Mr. David L. Barr
Eric B. Andrews

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rules 15-201, et seq. of the Maryland Rules, petitions the Court for an order of contempt and related relief, and for reasons states:

2. Pursuant to Interim Custody Order of this Court dated September 10, 2018, the parties were awarded joint legal custody of all five of the parties' children ("the Order"). Primary physical custody of Jessella and Klayton was awarded to the Defendant. Alyssalyn, Gabriella and Brantlee ("the Children") were placed in the shared physical custody of the parties, with a specific schedule of access, which was agreed to by the

parties.

3. In accordance with the Order, Defendant was to have the Children in his care overnight on the evening of September 26, 2018.

4. Plaintiff failed and refused to provide Plaintiff with overnight access on September 26, 2018, and never provided a reason for her denial.

5. On September 27, 2018, undersigned counsel alerted counsel for Plaintiff and the Best Interest Attorney for the Children of the denial of access on September 26 and attempted to secure Plaintiff's assurance that visitation for the weekend of September 28 - 30 would proceed in accordance with the Order.

6. The Best Interest Attorney stated that visitation should proceed in accordance with the Order.

7. Despite undersigned counsel's efforts to resolve the situation without court involvement, and despite the Best Interest Attorney's two written requests that visitation proceed in accordance with the Order, Plaintiff failed and refused to provide visitation to the Defendant over the weekend of September 28 - 30.

8. True and accurate copies of the e-mail exchanges among counsel relating to this visitation dispute which is the subject of this Petition are attached hereto as Exhibits Under Seal 1,

2, and 3, respectively.

9. In addition, Plaintiff worked overnight on September 28 and 29 and left the Children in the care of a third party or parties, thus also violating the provision of the Order that a party provide access to the other, in the event that he/she is unavailable to care for the Children for a period of two (2) or more hours.

10. Texts from the Plaintiff suggest that her denial of visitation is a direct result of the Defendant's alleged failure to pay child support to Plaintiff. Even if this were so, it is not a basis to withhold visitation. A true and accurate copy of the text exchange between the parties during the period from September 24 - September 30 is attached hereto as Exhibit 4.

WHEREFORE, David L. Barr requests the following relief:

1. That this Court order a prehearing conference and a hearing on this Petition;

2. That this Court issue an order finding Julie M. Barr in contempt;

3. That this Court issue an order incarcerating Julie M. Barr until such time as she purges herself of contempt;

4. That this Court issue an order directing Julie M. Barr to pay Plaintiff's reasonable attorney's fees and expenses incurred in obtaining this Order pursuant to Maryland Family Law

Code Ann. §9-105;

5. That he be awarded such other and further relief as the nature of his cause may require.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of October, 2018, a copy of the foregoing Petition for Contempt and Related Relief was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

C-21-FM-18-000928

Jason Morton

From: Jason Morton
Sent: Thursday, September 27, 2018 4:00 PM
To: 'tmallon@mallon-jurisprudence.com'; Eric Andrews (ebalaw@verizon.net)
Subject: Barr matter -- Mr. Barr's access this weekend

Gentlemen –

I am writing about Mr. Barr's access with Alyssa, Gabbie and Brantlee for this weekend. Per the Interim Custody Order of September 10, 2018, Dave's access is scheduled to begin Friday at 4:30 p.m. and conclude Sunday at 8:30 p.m.. Pick up and drop off is occur at the Huyetts Sheetz, per the agreement of the parties.

Dave did not have his scheduled visitation last night. He texted Julie multiple times from Sheetz and got new response. She called him around 6:00, said "You're not getting the kids" and hung up. She never gave any reason for denying him access. He texted her today and asked her to confirm that visitation will occur this weekend, but she has not responded.

Dave just got a call from a Washington County DSS worker (Rachel Mazloun) who said that Alyssa will undergo a forensic interview next week in Frederick County, because of new allegations of sexual abuse, allegedly perpetrated by Dave's father. Mind you, Alyssa already submitted to a forensic interview in Frederick County, because Julie believed that Washington County DSS was biased toward Dave's father. FCDSS did not find any merit to the allegations. Suffice it to say that Dave is frustrated that his daughter is again being subjected to an intrusive interview, and that his father's name is again being smeared.

Dave is planning on staying at his parents' residence this weekend when he has the children. However, his parents will be in Florida during the duration of the weekend. So there is absolutely no reason that visitation should not go forward, per the Interim Order. I am asking, Tom, that you confirm via e-mail that visitation will occur per the terms of the Interim Order. And if Eric has any objection to visitation moving forward per the Order, I would appreciate hearing from him.

Thanks,

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

This e-mail message (including any attachments thereto) is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of this e-mail by you is prohibited.

Please note that my new email address is jmorton@salvatoremorton.com and please use this address from this point forward. Thank you.



Jason Morton

From: Jason Morton
Sent: Friday, September 28, 2018 11:48 AM
To: 'ebalaw@verizon.net'; tmallon@mallon-jurisprudence.com
Subject: RE: Barr Matter

Gentlemen –

I have shared this e-mail with Dave, and he assures me (as I said in yesterday's e-mail) that his parents are in Florida for the weekend and will have no contact with the children. Therefore, visitation should go forward as planned. Dave will be at Sheetz at 4:30 this afternoon, per the terms of the Interim Order.

Dave also informed me that Rena Arnold, Alyssa's therapist, did not say that the Alyssa should not be in the presence of Mr. Barr's parents (assuming they are the two individuals whom Julie did not want to name), but Eric can confirm that when he speaks with Ms. Arnold.

If Julie will make sure that visitation this weekend occurs per the Interim Order, then I do not see the need for any further discussion regarding this matter. But I will be in the office until 4:00 p.m. today if needed.

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

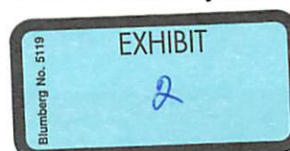
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Please note that my new email address is jmorton@salvatoremorton.com and please use this address from this point forward. Thank you.

From: ebalaw@verizon.net <ebalaw@verizon.net>
Sent: Friday, September 28, 2018 10:46 AM
To: Jason Morton <jmorton@salvatoremorton.com>; tmallon@mallon-jurisprudence.com
Subject: Barr Matter

Gentlemen,

In follow-up to Mr. Morton's email, I have spoken with Julie Barr who indicates that Alyssa informed her pediatrician yesterday of the alleged sexual abuse and that said doctor reported same. Moreover, Julie informed me that Alyssa has repeated similar allegations to her therapist who has instructed David that she is not to be around two individuals (which she did not name due to her being in a public place). Jason, please speak with David to confirm or deny same. I am currently scheduled to meet with Alyssa on Monday morning at 9:30 a.m. and will follow-up thereafter.



As to David's requested access this weekend, based upon Jason's assurance that David's parents will not be present in Washington County this weekend as well as David's further assurance that his access with the children will be restricted to his children and him, I see no reason why the Consent Order should not be followed. I defer to the two of you and your clients but if you should have any questions, please do not hesitate to contact me.

Eric

Law Office of Eric B. Andrews, P.C
Eric B. Andrews, Esquire
5 Public Square, Ste. 306
Hagerstown, MD 21740
(tel) 301-745-4142
(fax) 301-739-6439

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Jason Morton

From: Eric Andrews <ebalaw@verizon.net>
Sent: Friday, September 28, 2018 3:55 PM
To: Jason Morton
Cc: tmallon@mallon-jurisprudence.com
Subject: Re: Barr Matter

Tom,

What turn of event are you referring to? Although David disputes the allegations of sexual abuse, I believe he has nonetheless provided proper assurances and the allegations do not involve him.

The prior incident you refer to involved alleged corporal punishment of their youngest son and not Alyssa. I encourage you to speak with Julie regarding the importance of David enjoying his court ordered access.

Eric

Sent from my iPhone

On Sep 28, 2018, at 1:17 PM, Jason Morton <jmorton@salvatoremorton.com> wrote:

Tom –

I dispute there has been any pattern of conduct by Dave, and I ask that you have Julie reconsider her position immediately.

If Julie denies visitation this weekend, that would be the second instance in a span of days in which she has defied a court order. (To date, neither you nor she has given any explanation why Julie denied Dave's scheduled visitation on Wednesday evening.)

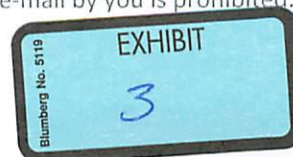
In addition, her denial of visitation is **contrary to the recommendation of the children's best interest attorney.**

If Julie denies visitation with the children this weekend, then I will be filing a petition for contempt first thing on Monday, and seeking an award of attorney's fees pursuant to Family Law Code Ann. §9-105. It is within Julie's power to prevent that from happening.

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

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From: tmallon@mallon-jurisprudence.com <tmallon@mallon-jurisprudence.com>
Sent: Friday, September 28, 2018 12:03 PM
To: ebalaw@verizon.net; Jason Morton <jmorton@salvatoremorton.com>
Subject: RE: Barr Matter

Gentlemen,

I appreciate the assurances that have been made, however, there has been a pattern with David that when he is frustrated and angry about the turn of event in his case he takes this anger and frustration out on the children. I remind you both it was just hours after our last court appearance that he hit his son hard enough to leave marks for hours. It is also my understanding that when Davis is not directly involved in trying to influence the younger children, the older children get directly involved.

For these reasons I do see a need to temporarily suspend this weekend's visitation.

Sincerely,

Thomas Mallon, Esquire
Law Office of Thomas K. Mallon, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
410 847-9075 (Office)
410 847-9078 (Facsimile)
240 888-0000 (Mobile)
tmallon@Mallon-Jurisprudence.com

Confidentiality Notice: This e-mail, including any attachment(s), is intended for receipt and use by the intended addressee(s), and may contain confidential and privileged information. If you are not an intended recipient of this e-mail, you are hereby notified that any unauthorized use of distribution of this e-mail is strictly prohibited, and requested to delete this communication and its attachment(s) without making any copies thereof and to contact the sender of this e-mail immediately. Nothing contained in the body and/or header of this e-mail is intended as a signature or intended to bind the addressor or any person represented by the addressor to the terms of any agreement that may be the subject of this e-mail or its attachment(s), except where such intent is expressly indicated.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any matters addressed herein

Attorney Client Privilege Asserted in All Electronic Communications

From: ebalaw@verizon.net <ebalaw@verizon.net>
Sent: Friday, September 28, 2018 10:46 AM
To: jmorton@salvatoremorton.com; tmallon@mallon-jurisprudence.com
Subject: Barr Matter

Gentlemen,

In follow-up to Mr. Morton's email, I have spoken with Julie Barr who indicates that Alyssa informed her pediatrician yesterday of the alleged sexual abuse and that said doctor reported

same. Moreover, Julie informed me that Alyssa has repeated similar allegations to her therapist who has instructed David that she is not to be around two individuals (which she did not name due to her being in a public place). Jason, please speak with David to confirm or deny same. I am currently scheduled to meet with Alyssa on Monday morning at 9:30 a.m. and will follow-up thereafter.

As to David's requested access this weekend, based upon Jason's assurance that David's parents will not be present in Washington County this weekend as well as David's further assurance that his access with the children will be restricted to his children and him, I see no reason why the Consent Order should not be followed. I defer to the two of you and your clients but if you should have any questions, please do not hesitate to contact me.

Eric

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Eric B. Andrews, Esquire
5 Public Square, Ste. 306
Hagerstown, MD 21740
(tel) 301-745-4142
(fax)301-739-6439

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Gabriella appointment
October 1 at 1:50

With who

Are you kidding me or are you
stupid

Is it brook lane

No

Why won't u let Alyssa meet
with Eric Andrews

It's her eye doctor then

I've told you it's in a text

9/24/18 8:17 AM

EXHIBIT

4

+ Type a message...





Julie
Mobile



9/24/18 8:17 AM

I just went back a month and
did not see any text about her
appointment

9/24/18 8:28 AM

October 11 at 3:15

Just show's you have never
cared or been good with
dates since I was the only
one taking care of these
things

U just sent me about October
1 at 150

9/24/18 12:07 PM

Doctor's appointment

9/24/18 1:18 PM



Type a message...





Doctor's appointment

9/24/18 1:18 PM

What are you talking about I
won't let Alyssa go see Eric
Andrews not true

9/24/18 4:58 PM

U think I will be allowed to
talk to the kids tonight??

9/24/18 5:43 PM

They were asleep

9/24/18 7:09 PM

I would like to talk to the kids

9/24/18 8:02 PM

I would like to talk to the kids

So how did I ruin your life

+ |Type a message...





88% 7:40 AM



Julie
Mobile



9/24/18 8:02 PM

I would like to talk to the kids

So how did I ruin your life
now??

9/24/18 8:51 PM

But I still can't talk to the
kids??

I understand :
Keep me from the kids
because u are angry at me 👍
👍

Tuesday 6:36 PM

Will I be able to talk to the
kids tonight??

Wednesday 2:41 PM

+ |Type a message...





Bluetooth, Alarm, 4G LTE, Signal strength, 88%, Battery, 7:40 AM



Julie
Mobile



Wednesday 2:41 PM

Mrs Stephens miss read your note and is still at the school

Wednesday 2:59 PM

Yes but kids were not off bus yet any ways

Wednesday 4:10 PM

If new time is 5
Am I picking them up at the house?

Wednesday 4:54 PM

Ummm
What is going on??

Wednesday 5:01 PM

It's 5 pm and I am at sheetz?????



+ Type a message...





Julie
Mobile



Wednesday 5:10 PM

What is going on?

Wednesday 5:19 PM

Been sitting here for 20
minutes

Still waiting for
communication

What

It's 530??

Why should they come there
and sleep at your parents

Where else I am supposed to
live

U do realize that the custody

+ |Type a message...





Julie
Mobile



Where else I am supposed to live

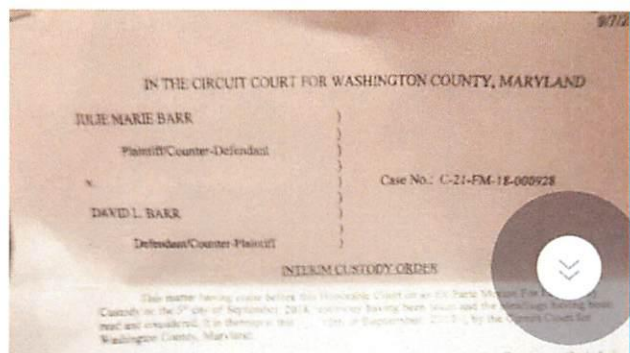
U do realize that the custody arrangements are court ordered now

U had Alyssa call me and move it to 5 so she could watch a movie
I have been sitting here since 5

Wednesday 5:58 PM

I have been sitting here for an hour

Wednesday 6:11 PM



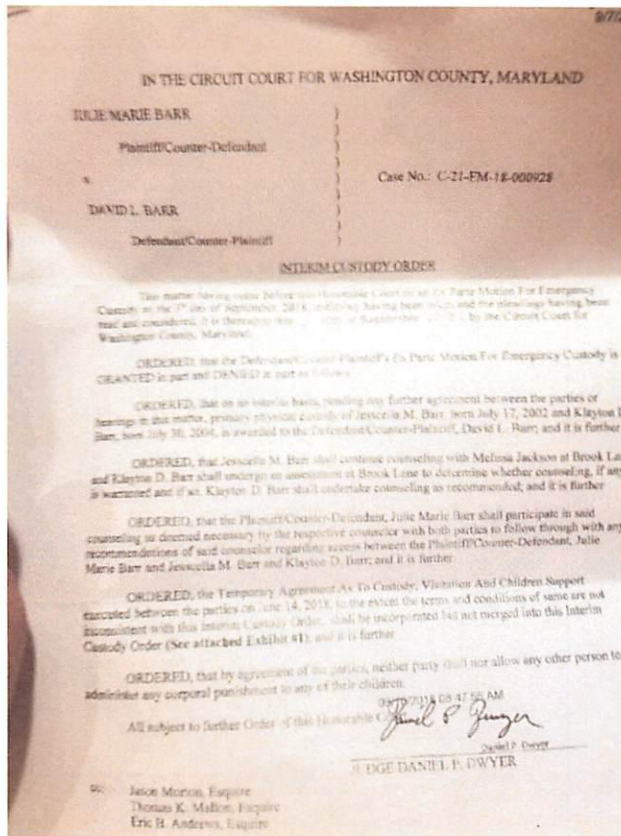
+ Type a message...





hour

Wednesday 6:11 PM



This is in total
disregard of a court
order

Wednesday 7:30 PM

I would like to talk to the kids

Thursday 8:33 AM

+ | Type a message...





88% 7:40 AM



Julie
Mobile



I would like to talk to the kids

Thursday 8:33 AM

I seen u callef

Called

Thursday 9:05 AM

I just want to confirm that I
will be picking up the kids
tomorrow at 430 per our
agreement

Thursday 3:57 PM

Clear Spring school called
your trying to change address

I changed my adress
Where it says
Father's adress



+ Type a message...





Julie
Mobile



I changed my adress
Where it says
Father's adress

Thursday 4:16 PM

Not what they said

Is Alyssa going to her
appointment

Yes

Thursday 4:32 PM

What appointments does
Alyssa or Gabriella have
monday

Gabriella doctor which I
already texted

U never said which doctor

+ |Type a message...





Julie
Mobile



Gabriella doctor which I
already texted

U never said which doctor

Thursday 5:29 PM

Doctor is a doctor

Thursday 5:38 PM

Except they are all a different
locations

Friday 8:32 AM

Same location she is 8 years
old

Thank u for not being clear
and beating around the bush

Friday 8:41 AM

Thanks for not nutting money

+ |Type a message...





Bluetooth, Alarm, 4G LTE, Signal, 88%, Battery, 7:41 AM



Julie
Mobile



Friday 8:41 AM

Thanks for not putting money
in

Friday 4:11 PM

As of right now I don't know
what's going on haven't
heard anything back from my
lawyer

Still no money in account,
cable out, electric bill is past
due

Friday 4:27 PM

I am sitting at sheetz

I have heard nothing about
this weekend and you haven't
paid either



Type a message...





Julie
Mobile



I have heard nothing about
this weekend and you haven't
paid either

Eric Andrews email even says
that there is no problem and I
SHOULD have the kids

I just got paid today
Cable and electric will be
taken care of today

Where is the money why
haven't you upheld your
agreement on paying bills

There's enough money in my
account

No money

It's in normally by midnight



Type a message...





Julie
Mobile



It's in normally by midnight

I had to wait until I got paid
Electric and cable will be paid
today

They put my money in the
account

Then put the money in

Did not realize they were past
due

Stop playing games you know
when every bill is due

I have not been given an
electric bill in weeks

It is now 4

+ Type a message...





Julie
Mobile



electric bill in weeks

It is now 433

Friday 4:45 PM

Contempt of court papers are
being filed Monday

The agreement has not yet
been changed it's in writing
and you're breaking it

Done talking to you until the
money there

Your attorney has had this for
2 weeks

And he provided your
responses so that proves u
knew

This is only making things
more difficult

I would really like to see the

+ Type a message...





Bluetooth, Alarm, 4G LTE, Signal strength, 88%, Battery, 7:41 AM



Julie
Mobile



money there

Your attorney has had this for
2 weeks
And he provided your
responses so that proves u
knew
This is only making things
more difficult
I would really like to see the
kids

Friday 4:55 PM

Electric bill is paid

Bills are paid

Please respond

Still waiting

I would like to at least talk to
the kids then



Type a message...





Julie
Mobile



Electric bill is paid

Bills are paid

Please respond

Still waiting

I would like to at least talk to
the kids then

Friday 5:15 PM

So u swear if I transfer money
u will bring the kids?

Julie?

Saturday 7:16 AM

So who had the kids over
night?????????????



+ |Type a message...



Saturday 7:16 AM

So who had the kids over
night???????????

Saturday 7:39 AM

I want to talk to the kuds

Kids

Saturday 8:10 AM

When was the last time
u talked to jesscella and
klayton

Saturday 8:31 PM

I would like to talk to the kids

Saturday 11:51 PM

At work and I was told and
god knows who has the kids

+ |Type a message...





Bluetooth, Alarm, 4G LTE, Signal, 88%, Battery, 7:42 AM



Julie
Mobile



I want to talk to the kids

Kids

Saturday 8:10 AM

When was the last time
u talked to jesscella and
klayton

Saturday 8:31 PM

I would like to talk to the kids

Saturday 11:51 PM

At work and I was told and
god knows who has the kids

Was not told

Yesterday 7:08 PM

I would like to talk to the kids

Delivered



Type a message...



JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

ORDER

Having considered David L. Barr's Petition for Contempt and Related Relief, it is hereby this ____2nd of October, 2018 ____, 2018, by the Circuit Court for Washington County, Maryland

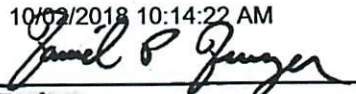
ORDERED that provided a photocopy of the Petition for Contempt and Related Relief and this Order are served on Julie M. Barr pursuant to Rule 2-121 (personal service)/ pursuant to Rule 1-321 to Thomas K. Mallon, attorney for Julie M. Barr no later than the ____17th day of October ____, 2018:

1. Julie M. Barr shall file an answer to the Petition for Contempt and Related Relief no later than the 31st day of ____October ____, 2018;

A hearing shall be scheduled at the request of either party after service of process.

Entered: Clerk, Circuit Court for
Washington County, MD
October 2, 2018

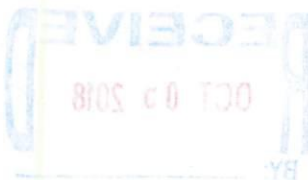
10/03/2018 10:14:22 AM



Judge

Daniel P. Dwyer

cc: Jason Morton
Thomas K. Mallon
Eric B. Andrews



MAILED 10 10 2018

MAILED 10 10 2018

MAILED 10 10 2018

MAILED 10 10 2018

RECEIVED
OCT 03 2018
BY: _____



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**
24 Summit Avenue
Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972 **E-FILED**
Criminal: 301-790-4972 **Washington Circuit Court**
General: 301-733-8660 **10/9/2018 11:53 AM**
Assignment: 240-313-2540
Maryland Relay Service: 711
Fax Civil/Family/Juvenile: 301-791-0507

To: JULIE MARIE BARR
14528 FAIRVIEW HILL LANE
CLEAR SPRING, MD 21722

Case Number:
Other Reference Number(s):

C-21-FM-18-000928

JULIE BARR VS. DAVID BARR

Date: 10/02/2018

WRIT OF SUMMONS – SHOW CAUSE

STATE OF MARYLAND, WASHINGTON COUNTY, TO WIT:

You are hereby summoned to file a written response by pleading or motion in this Court to the attached
Complaint filed by:

David Lynn Barr
Law Offices Of Salvatore & Morton, Llc 82 W Washington Suite 100 Hagerstown, Md
21740

On or before October 31, 2018

☒ See attached Show Cause Order.

WITNESS the Honorable Chief Judge of the Fourth Judicial Circuit of Maryland.

Kevin R. Tucker, Acting
Clerk of the Circuit Court

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.
2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY
DEFAULT TO THE GRANTING OF RELIEF SOUGHT AGAINST YOU.

****SHERIFF'S RETURN****

JULIE BARR VS. DAVID BARR

Sheriff fee: _____ By: _____

Served: _____

Time: _____ Date: _____

Unserved (Reason): _____

Instructions to Washington County Sheriff:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.

- To find out if the Public Defender will provide a lawyer for you, you must contact the Public Defender after any prehearing conference or master's hearing and **at least 10 business days before the date of the hearing before a judge.**
- If no prehearing conference or master's hearing is scheduled, you should contact the Public Defender as soon as possible and **at least 10 business days before the date of the hearing before a judge.**
- The court clerk will tell you how to contact the Public Defender.

(d) If you want a lawyer but you cannot get one and the Public Defender will not provide one for you, contact the court clerk as soon as possible.

(e) DO NOT WAIT UNTIL THE DATE OF YOUR HEARING TO GET A LAWYER. If you do not have a lawyer before the hearing date, the court may find that you have waived your right to a lawyer, and the hearing may be held with you unrepresented by a lawyer.

3. IF YOU DO NOT APPEAR FOR A SCHEDULED PREHEARING CONFERENCE, MASTER'S HEARING, OR A COURT HEARING BEFORE THE JUDGE, YOU WILL BE SUBJECT TO ARREST.

Judge

JULIE MARIE BARR,	* IN THE
Plaintiff/Counter-	* CIRCUIT COURT FOR
Defendant	* FOR WASHINGTON COUNTY,
v.	* MARYLAND
DAVID L. BARR,	* CASE NO. C-21-FM-18-000928
Defendant/Counter-	*
Plaintiff	

* * * * *

MOTION FOR ORDER COMPELLING DISCOVERY

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rules 2-432(b) of the Maryland Rules, requests that the Court direct that Julie M. Barr, Plaintiff/Counter-defendant, answer Interrogatories which have been propounded to her in the Defendant's First Set of Interrogatories and produce documents which were requested in the Defendant's First Request for Production of Documents, and for reasons states:

1. David L. Barr served his First Request for Production of Documents and First Set of Interrogatories on Julie M. Barr on June 6, 2018.

2. Julie M. Barr has yet to serve responses to either discovery request.

3. Julie M. Barr's counsel did provide undersigned counsel with a thumb drive containing a number of documents at the Scheduling Conference in this action on August 30, 2018. However,

the documents produced were not labeled "to correspond with the categories in the request," as required by Rule 2-422(c).

4. A *pendente lite* hearing in this action is scheduled for December 4, 2018.

5. A Certificate of Counsel in Support of David L. Barr's Motion for Order Compelling Discovery is attached hereto.

6. Counsel for David L. Barr has spent 1.1 hours at the rate of \$250.00 per hour in preparing this Motion, Order, and the accompanying Certificate.

WHEREFORE, David L. Barr respectfully requests that the Court issue an Order directing Julie M. Barr to serve (1) full and complete Answers to the Defendant's First Set of Interrogatories; (2) a response to the Defendant's First Request for Production of Documents **and** all responsive documents labeled to correspond with the categories in each request; and (3) to pay his reasonable attorney's fees and expenses incurred in obtaining this Order.



Jason Morton
LAW OFFICES OF SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant, David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14th day of October, 2018, a copy of the foregoing Motion for Order Compelling Discovery was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Towson, Maryland; e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

Jason Morton

From: Jason Morton
Sent: Thursday, August 23, 2018 1:39 PM
To: Debi Kirk
Cc: tmallon@mallon-jurisprudence.com
Subject: Barr Discovery Requests

Debi –

Would you please e-mail to Tom Mallon in Word the Interrogatories and Document Production request which we served on Andrea Cheeatow on June 6? I have copied Mr. Mallon on this e-mail, so that you have his address.

Tom, this e-mail will also confirm that Julie Barr's discovery responses (originally due on July 6) will be due on September 13, and that David Barr's discovery responses are due on October 15. I will disregard the discovery requests served by Ms. Cheeatow.

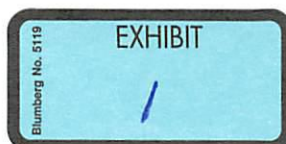
Thanks,

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

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Please note that my new email address is jmorton@salvatoremorton.com and please use this address from this point forward. Thank you.



LAW OFFICES OF
SALVATORE & MORTON, LLC
82 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

(301) 739-3600
(301) 797-6065 FAX
www.salvatoremorton.com

John R. Salvatore
Jason Morton
Jennifer M. Keefer

September 28, 2018

Thomas K. Mallon, Esquire
THE LAW OFFICE OF THOMAS K. MALLON, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204

RE: *Julie Marie Barr v. David L. Barr*
Circuit Court for Washington County, Maryland
Case no. C-21-FM-18-000928

Dear Tom:

Mrs. Barr's answers to interrogatories and response to request for production of documents were due, by our express agreement, on or before September 13, 2018. They were originally due on July 6, and I granted an extension until September 13.

I do acknowledge receipt of documents provided by you at the Scheduling Conference on August 30, but I have no answers to interrogatories, response to document production, or the balance of documents which are responsive to the requests.

Please serve Mrs. Barr's full and complete answers to interrogatories, response to request for production of documents, and all responsive documents on or before October 12, 2018, or I will file a motion for order compelling discovery and/or a motion for immediate sanctions.

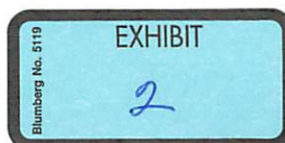
Thank you for your attention in this matter.

Very truly yours,



Jason Morton

Cc: Eric B. Andrews, Esquire



JULIE MARIE BARR,	* IN THE
Plaintiff/Counter-	* CIRCUIT COURT FOR
Defendant	* FOR WASHINGTON COUNTY,
v.	* MARYLAND
DAVID L. BARR,	* CASE NO. C-21-FM-18-000928
Defendant/Counter-	*
Plaintiff	

* * * * *

**CERTIFICATE OF COUNSEL IN SUPPORT
OF DAVID L. BARR'S MOTION FOR
ORDER COMPELLING DISCOVERY**

I, Jason Morton, attorney for David L. Barr, Defendant/Counter-plaintiff, hereby certify that the following good faith attempts have been made to resolve the discovery dispute which is the subject of the Motion for Order Compelling Discovery being filed contemporaneously with this Certificate and that the parties have been unable to reach an agreement on the disputed issues:

1. Telephone call on August 23, 2018.
2. E-mail on August 23, 2018 from Jason Morton to Thomas K. Mallon, a true and accurate copy of which is attached hereto as Exhibit 1.
3. Letter dated September 28, 2018, from Jason Morton to Thomas K. Mallon, a true and accurate copy of which is attached hereto as Exhibit 2.



Jason Morton
SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
Email: jmorton@salvatoremorton.com
CPF # 9412140253

Attorney for Defendant, David L. Barr

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE M. BARR *
Julie/Counter-Defendant *
v. * CASE NO. C-21-FM-18-000928
DAVID L. BARR *
Defendant/Counter-Julie *
* * * * *

DEFENDANT'S ANSWERS TO PLAINTIFF'S FIRST
SET OF INTERROGATORIES

TO: JULIE M. BARR, Plaintiff/Counter-defendant
FROM: DAVID L. BARR, Defendant/Counter-plaintiff

David L. Barr, Defendant/Counter-Plaintiff, answers the Interrogatories propounded by Julie M. Barr, Plaintiff/Counter-defendant, as follows:

(a) The information supplied in these Answers is not based solely on the knowledge of the executing party but includes the knowledge of the party, agents, representatives, and attorney, unless privileged.

(b) The word usage and sentence structure may be that of the attorney assisting in the preparation of these Answers and do not necessarily purport to be the precise language of the executing party.

ANSWERS

1. Identify yourself, and all individuals with whom you have resided for the past five (5) years. For each individual other than yourself, state the person's age, relationship to you, and marital status. State your full address, birth date and social security number.

ANSWER NO 1: David Barr
14528 Fairview Hill Lane
Clear Spring, MD 21722

By written agreement with Julie, I have been residing temporarily at a river campsite since June 15, 2018, and also with my parents, John and Teresa Barr at 12404 Rocky Fountain Lane, although I am not permitted there at the moment because of a safety plan. Jesscella and Klayton reside with me on a full-time basis, and Alyssa, Gabbie and Brantlee are with me 6 of every 14 nights.

Birthdate: 6-30-1981
SSN: ending in 9298
Julie Barr, age 36, wife, married
Jesscella Barr, age 16, daughter, single
Klayton Barr, age 14, son, single
Alyssalyn Barr, age 10, daughter, single
Gabriella Barr, age 8, daughter, single
Brantlee Barr, age 5, son, single

2. State whether you are the sole regular occupant of that residence. If not, give the complete names of all other person occupying the premises.

ANSWER NO 2: Defendant is not the sole occupant. See Answer No. 1.

3. If you and your spouse are not presently living together, state the date and the exact circumstance under which the separation took place, including which one of you left the family home.

ANSWER NO 3: Julie and I had been experiencing difficulties in our marriage for some time, but especially during this spring. In April, she accused me of having an affair with a co-worker, Teressa Robinson, and then drove to Ms. Robinson's home (with our three younger children accompanying her) to confront her. I was in Indiana with Klayton and Jesscella for a hockey tournament. The co-worker sought a peace order against her. Although the order was denied, Julie continued to accuse me of having affairs and arguing with me in the presence of the children. I left the home at the suggestion of Washington County Department of Social Services,

Child Protection Services on June 15, 2018, a couple weeks after being assaulted by Julie in the middle of the night. Child Protection Services recommended that Julie and I should not stay together in the home as it was not a healthy environment for the children, and I agreed. There is a Temporary Agreement as to Custody, Child Support and Visitation.

4. State whether you now have or have had an alcohol or other substance abuse problem during the past five (5) years, and if the answer to this Interrogatory is yes, please state the nature of the problem and what assistance or help you have sought.

ANSWER NO. 4: I do not presently have a problem with alcohol or any other substance; nor have I had any such problem in the last five years.

5. State what types of drugs, including alcohol and prescribed medication, legal or illegal, you or any member of your household have used during the past twelve (12) months.

ANSWER NO. 5: I consume alcohol in moderation from time to time but not on any kind of regular schedule. Mostly with dinner and/or when I am out at dinner. When we were living together, Julie would keep Twisted Ice Tea on hand at the house for her consumption.

6. List separately each bank account, building and loan account, free shareholder account, savings certificates or other account of money on deposit with any financial institution held since the date of your marriage to the Julie, in your own name, in trust or otherwise, either alone or concurrently with others, or to your benefit or use, the exact language of the account with reference to the power to order withdrawals there from, and with regard to signatory powers, giving the type and number of the account, the name and address of the depository and that name and address of any other person or persons who have or had any interest in the same, the nature and extent of that interest, the balance on deposit as of the date of your answers

to these interrogatories, the highest balance on deposit, and the date closed or transferred.

ANSWER NO. 6: I will answer this question as to the last five (5) years. Each one of our children has savings accounts at Middletown Valley Bank, and I am the custodian of each account. Each child has approximately \$40 in his/her account, if not withdrawn or transferred by Julie. Jesscella also has a checking account with her own bank card at Middletown Valley Bank. I have a checking account with Middletown Valley Bank which serves as my main bill paying account, and normal spending account. The balance varies from time to time, but the current approximate balance is \$250. The highest balance in the last five (5) years is approximately \$3500. In addition, I have one checking account at BB&T Bank, in my name alone, that a portion of my direct deposit pay check goes into and it is used only to fund and pay the first and second mortgage on the marital home.

7. Identify each person whom you intend to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the findings and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and, with respect to an expert whose findings and opinions were acquired in anticipation of litigation or for trial, summarize the qualifications of the expert, state the terms of the expert's compensation, and attach to your answers any available list of publications written by the expert, and any written report made by the expert concerning the expert's findings and opinion.

ANSWER NO. 7: At this time, I do not intend to call any expert witnesses. I reserve the right to supplement this answer.

8. Identify each person having discoverable information that tends to support a position that you have taken or intend to take in this action and state the subject matter of the information possessed by that person.

ANSWER NO. 8: Jonny Barr, my brother and co-worker - has witnessed many of the episodes between me and Julie. 240/818-4204

Mike Johnson - I worked with Mike and he witnessed many phone calls to and from Julie. 301/991-6535

Jim and Michelle Kershner - We have spent a lot of time with Jim and Michelle and they can speak of public episodes between Julie and me. Also more recently a voicemail message left on Michelle's phone by Julie that was very inappropriate. 301/991-1908

Teressa Robinson, a co-worker of mine - This is the lady that Julie showed up to her house with 3 kids in the company car yelling and screaming and trying to start a fight. My job was jeopardized over this incident, and I was forced to return the company vehicle which Julie was using at that time.

Blaine and Keria Gibson, family friends who can speak to both my and Julie's relationship with the children 301/748-0769. There was also an incident between Julie and Keria, when Julie accused us of having an affair.

Chad and Missy Rodgers - Good friends from South Carolina. Julie went on vacation to their house last summer and gave them a lot of information. I have talked to Chad many times. 803/917-5966

Chris and Jen Jensen - More character witnesses that we spend a lot of time with at Klayton's hockey games. They also have witnessed some episodes. 240/605-8043

Chris Wetzel - Witnessed an episode at Eastern Elementary during the elementary cross country race. 240/285-3141

Curtis Banard - Knows Julie from when we were teenagers and can speak of her mentality then also. 240/217-5023

Daryl Anders - A friend from the campground that has witnessed episodes while at the river. 301/748-6254

Donnie Stottlemeyer - Donnie is like a second father to me and has helped me thru many situations in my marriage to Julie. 240/818-5331

John and Teresa Barr, 12404 Rocky Fountain Lane, Clear Spring, Maryland 21722, 301/582-0421. Can speak to the kinds of parents Julie and I are. Also have been implicated in Julie's continual and baseless allegations of abuse to our children. Also have been emotionally and financially supportive of me, Julie and the children over the years. They helped us purchase our residence. Julie is presently driving a vehicle which my father gave to me and using a gas card from my father's business. Also have knowledge of items which were gifted to me over the years, including my van (which Julie is presently using), various firearms, a commercial-grade mower (which my parents have paid to service over the years), and a Kubota. Howard Stauss - Owner of the campground where I reside. Julie called and texted him multiple times trying to slander me while living at the campground. He eventually banned her from the campground. 304/676-1516

Jenell Keller, 240/420-2353. WCDSS CPS worked who investigated after Julie's assault on me on May 25 to make sure that the children were OK. She also investigated allegations of abuse as to Klayton and Alyssa. She knows that Julie accused of inappropriate contact during a CPS investigation, and the Department's attorney sent an e-mail our respective attorneys informing us of this.

Matt and Jen Bjerklie - Very good friends from hockey that can attest to character and episodes between Julie and I. 301/991-8781

Jessica Horst - Witnessed Julie cussing and yelling at me while I was conducting soccer practice with children. 240/313-6755

Matt and Sarah Hawbaker - Witnessed many episodes between Julie and I. 240/818-7801

Robbie Kershner - Witnessed many of the episodes between Julie and I while at the campground. 443/250-6809

Ryan Akers - A business contact and friend that Julie called at work to try to start problems. Also can attest to episodes while boating on the river. 240/382-5733

Scott Rowe - A very good friend that helped collect my stuff that was put out in the driveway by Julie on Labor Day weekend when she advertised on FB that she was getting rid of my belongings at the marital residence. Also witnessed some episodes at the campground and Clear Spring Elementary Cross Country Race. 240/707-0286

Tim Gargana - Witnessed several episodes while I was doing electrical work for him at his farm.

Todd Gardner - Witnessed several episodes when I was working with him in the first few years of marriage.

Troy Huntzberry - Witnessed many episodes at the campground. 301/573-5567

Jill Lawson - Witnessed Julie cussing and yelling at me and the kids at soccer games and practices.

Louis Morllier - Washington county CPS case worker. Investigated allegations of abuse as to bite mark left on Alyssa and red mark left on Brantlee. 240/310-2468

Lorie and Larry Muir, family friends who can speak to the parties' relationship with the children, 240/818-4376; Hunter Tharp. Witness to Julie's assault against me (and Jescella's car) after Klayton's hockey game on 10/21/18 on 301/910-6072.

Cindy Weller. Information on lawnmower

9. If you intend to rely on any documents or other tangible things to support a position that you have taken or intend to take in this action, provide a brief description, by category and location, of all such documents and other tangible things, and identify all persons having possession, custody, or control of them. (You may answer this interrogatory, in part, by attaching copies of all such documents.)

ANSWER NO. 9: I intend to rely on the text messages, pay stubs, joint tax returns, the recorded statements of Julie, video and photographs of the children and Julie, medical records from Chambersburg Hospital and Opal Court Pediatrics, all of which have been provided in my response to Request for Production of Documents. In addition, I reserve the right to rely on any and all pleadings filed by Julie in this action as well as in District Court, as well as any documents produced by Julie in discovery, and I reserve the right to supplement this answer.

10. List with specificity any and all payments made by you to the Plaintiff for any reason, since the date of your separation, including the date the payment was made, the amount of said payment, how the payment was made (i.e., cash, check, etc.), to whom the payment was made, if not directly to the Plaintiff, and the purpose of the payment.

ANSWER NO. 10: Since the separation in June, I have paid these bills monthly for the benefit of both Julie and the children:

Mortgage - \$1,343.00

Second mortgage - \$108.00

Electric Bill - approx. \$250 (this goes up and down with usage)

Cable TV and internet - approximately \$128.00

Julie's cell phone bill - \$150.00

Camper Payment - \$243.17

Camper insurance - \$29.95

Electric at the campground - \$75.00

Weekly:

I was giving Julie \$150.00 a week thru direct deposit. I stopped paying this \$150 on September 28, which was about a month after Julie got a job. The Custody Temporary Agreement dated June 14, 2018 required us to "negotiate in good faith to revise this Agreement in the event that Wife obtains employment." It also provides that "The parties agree to revise the child support figure set forth in this paragraph 2, immediately upon Wife obtaining employment." Finally, it provides at Paragraph 3.2 that upon Julie obtaining employment, all extracurricular and unreimbursed medical expenses shall be paid in equal proportions by the parties. Julie has yet to fulfill her obligation under the Agreement to determine a new child support figure, despite several requests that she do so. To date, she has not provided any pay stubs, nor has she provided responses to my discovery requests which were originally due in July, and then extended several times afterward.

In July I also gave Julie 60.00 dollars in cash when she took the kids to Hershey park because he asked her if she had any money on her just in case. She said "no", So he gave her the cash.

Julie has been using my work gas card since our separation. She was allotted enough to fill the tank on the van almost twice weekly.

11. Identify any and all financial statements prepared by you or prepared by others on your behalf since the date of your marriage to present, which relates to your personal financial condition, giving the date of the statement, its purpose, the name and address of the person or entity who prepared the same, to whom it was given, the purpose for which it was prepared, the name and address of each person who has possession of the statement, and a summary of the assets (and the value attached thereto) and liabilities (and amount thereof) set forth on said statement (or an exact copy other thereof).

ANSWER NO. 11: I am sure that I prepared one in connection with our mortgage and second mortgage, but that was several years ago and I do not recall when I did or who has possession of them. There are no other financial statements which I can recall, other than one prepared and filed for this case.

12. Describe in detail your present child care plan (the plan which you would be prepared to offer if the minor children were in your custody), stating the names and addresses of all persons caring for the children, the hours during which you will utilize their services, and whether they would care for the children at your home or elsewhere.

ANSWER NO. 12: When I have the children, they are with me. I get them to and from school each day (I drive them myself) and take them to their appointments, extracurricular events, and sporting events which occur when they are in my care. I am able to flex my work schedule to be available for them when needed. Until recently, the children would visit with my parents regularly, but they did not provide daycare or babysitting services for me. If the children are placed in my primary physical custody, then I will continue to provide for all of the children's needs, as any custodial parent would.

13. State the names and addresses of each physician, psychiatrist, therapist or psychologist whom you have consulted or who has treated you in the past seven (7) years through the date of your Answer to this Interrogatory, and with respect to each person, state the date or dates of each consultation or treatment; the purpose for which you consulted or were treated by each of them, the diagnosis and course of treatment by each of them; all medications prescribed, including what the medication was or is and the dosage and the approximate amount of medication you have taken in accordance therewith.

ANSWER NO. 13: I will answer as to the last five (5) years. About 3 to 4 years ago, I was treated at Meritus Urgent Care and was diagnosed with an ear infection. I believe that I

was prescribed an antibiotic at that time. Other than that, I have not seen a doctor in the last 5 years. I am not on any medications

14. State whether you or any member of your household ever received any counselling for emotional, psychological or physical problems during the past five (5) years. If so, state the reason, and identify when and with whom you received such counselling.

ANSWER NO. 14: I have had no counselling for any emotional, psychological or physical problems during the past five (5) years. Melissa Jackson is the therapist for Jesscella. Her office is located at Meadowbrook Health Care, 18714 North Village, Hagerstown, 301/733-0331 ext. 4411. Jesscella has been seeing Melissa since approximately June of this year for issues relating to my and Julie's separation, and Jesscella's frustration over her mother's treatment of her. Rena Arnold is the therapist for for Alyssa and Gabbie, 301/733-0331 ext. 4444. Alyssa and Gabbie have been seeing Rena since approximately June of this year for issue relating to my and Julie's separation.

15. Identify any civil litigation in which you have been involved as Plaintiff or Defendant since January 2001, whether in the State or Federal Courts at any level, state the nature of the litigation, the date on which suit was filed, whether it has been disposed of, and if so the exact disposition of any such litigation.

ANSWER NO. 15: Chesapeake Federal Credit Union obtained an affidavit judgment against me in the amount of \$499.58 in the District Court of Maryland for Washington County on or about 2007. Portfolio Recovery Associates obtained an affidavit judgment against me in the amount of \$1276.13 in the District Court of Maryland for Washington County on or about 2016. Portfolio Recovery Associates filed suit against me in the amount of \$4611.31 in the District Court of Maryland for Washington County on or about 2014. They later dismissed. Portfolio Recovery Associates obtained an affidavit judgment against me in the amount of \$903.62 in the District Court of

Maryland for Washington County on or about 2015. The trustee for our mortgage lender filed suit against me and Julie in the Circuit Court for Washington County on or about 2013. The suit was dismissed in 2014. Hagerstown Management Company filed suit against me in the amount of \$1850 in the District Court of Maryland for Washington County on or about 2002. The matter was dismissed for lack of jurisdiction. On May 26, 2018 I filed for a protection order against Julie. By our agreement, it was transferred to the Circuit Court and then later dismissed. I filed a counter-complaint against Julie in this divorce action.

16. Describe your educational background. Include in your answer the highest grade you completed; the name and date of any degree, diploma, or certificate you received, and the name of the institution conferring the degree, diploma, or certificate, and any specialized training you have received.

ANSWER NO. 16: I graduated from High School from Clear Spring High School and Washington County VoTech. VoTech was for Auto Mechanics. I then went on to Lincoln Tech in Columbia, Maryland and graduated from there. After returning to electrical field I went thru Associated Builders and Contractors' apprentice program of 4 years and graduated from that program also.

17. Give the dates and circumstances of each incident during your marriage to your present spouse wherein you threatened her, struck her, or used profanity toward her; and give the dates and circumstances of each incident during your marriage to your present spouse wherein she threatened you, struck you, or used profanity toward you, and include in your description of the incident whether or not your minor children witnesses any such incident.

ANSWER NO. 17: Julie has hit me many, many times over the 17 years. I have never laid a hand on Julie other than to defend myself in an effort of to keep from being hit. There have been names thrown back and forth by both parties for as long as Defendant can remember. Approximately 3 to 4 years ago there

was an argument that at one-point I was done arguing. I went to my truck with the intention of leaving. I sat there figuring out what I was going to do. I looked up and Julie was standing at the hood of my truck with a rifle pointed at me. I put the truck in reverse and backed out down thru the field. Klayton witnessed this whole thing. Many different times Julie has chased me thru and around the house with a knife. The children have also witnessed these incidents also. Julie on a regular basis has accused me of cheating on her. When she does this she also states who she thinks it is and brings that person into it. Klayton has witnessed this as many of the ones she accused were mother from his hockey teammates. Early in our marriage Julie accused me of cheating with someone when I worked at Lowes part time. This time the accusations were so bad, Julie and her parents made me go thru a polygraph exam, which I passed. I was still accused after that. Julie also attacked my dad with a shovel early in our marriage. Many times in front of the kids while in the car Julie would start screaming and drive very erratic with the kids in the car. Julie has several times claimed to want to take her own life and yes sometimes in front of the kids. The latest was the past Christmas. She told the kids that they were going to find her hanging from the swing set on Christmas morning. Another time she grabbed a large kitchen knife and ran off into the field adjacent to our property and did not come back for an hour or two. Approximately in 2005, Julie and I were both arrested after Julie called the police to our house. I had scratch marks and cuts to my face, neck and chest. Julie had 2 hand prints, one on each wrist from where I was trying to restrain her to stop her from assaulting me. We both invoked our spousal privilege after this incident. Julie struck me on the Friday of Memorial Day weekend. That is what caused the protective order. She lied to everyone about that and then finally told the truth to Jenell Keller, a CPS worker.

18. State the date on which you and your spouse last had sexual relations with each other. (Standard Domestic Relations Interrogatory no. 16.)

ANSWER NO. 18: One day the week of March 11, 2018. It was right before I went on a work trip to Wisconsin for one night.

19. If you have had sexual relations with a person other than your spouse during your marriage, identify the persons(s) with whom you have had sexual relations, state the date of each act of sexual relations, and state the location where each act took place. If you refuse to answer this Interrogatory as framed because the answer would tend to incriminate you, so state and answer for the period ending one year prior to the date of your answers. (Standard Domestic Interrogatory No. 17.)

ANSWER NO. 19: I have not had sexual relations with anyone other than Julie during our marriage.

20. List separately each and every credit card you have control over, including but not limited to all personal and business credit cards in your name or another entities, to which you have access and or permission to use. Include in your response the name on the card, the mailing address of the card holder, the identification number and your current balance, the phone number of the issuing institution.

ANSWER NO. 20: I have one personal credit card with Capital One, Balance \$2,725.46. There are some old credit card accounts from 5 to 6 years ago that are probably still on our credit report. My company vehicle has a company gas card in it. I have use of the card, but do not receive the statements. I do have use of company credit cards for Lowes and Home Depot that I use for company purposes. I am able to use the Company credit card occasionally for non-company purchases, like Klayton's hockey equipment.

21. If you are currently employed in any capacity, identify each current employer and for each employment, state: (a) your job title, (b) your duties, (c) the number of hours in your average work week, (d) your regular pay period, (e) your gross wages per pay period, (f) the deductions per pay period made by your employer from your wages, (g) the number of

exemptions that you claim for payroll deduction purposes; (h) list the specific exemptions that you claim when you file your income tax returns; (i) the amount of each of your refunds from both the Federal and State governments from the years 2001 through the present; (j) list all other deductions from your gross pay and the amount of each deduction; and (k) describe the nature, value and amount of any benefits that you receive as a result of your present employment, i.e. telephone, car, etc.

ANSWER NO. 21: I am employed at Ellsworth Electric, 88 West Lee Street, Hagerstown, Maryland, 301-739-8800, as their Fleet Manager. I manage all vehicles and equipment for tags, insurance, repair, usage, and abuse. I also have a CDL license and operate our dump truck and bucket truck. I work 40 hours a week and paid weekly by direct deposit. I do have a company vehicle with gas card. I also have a company-provided cell phone. Pursuant to Rule 2-421(c), please see pay stubs provided in response to Request for Production of Documents (Request no.1) for (d) (e) (f) and (g). Pursuant to Rule 2-421(c), please see tax returns provided in response to Request for Production of Documents (Request no. 1) for (i) and (j), for the last five (5) years.

22. Have you ever been discharged or requested to resign from any employment or contractual relationship? If so, identify the place of employment, and state fully the reasons you were discharged or requested to resign.

ANSWER NO. 22: I have never been discharged or requested to resign from any employment or contractual relationship.

23. List with specificity each and every time you denied access between the minor children and their mother, or their mother has denied access between the minor children and you, including in your Answer the dates, time and reason, if any for such refusal of access, since the date of your separation from the Julie to the present.

ANSWER NO. 23: The only time I denied Julie access was on September 2, 2018, after consultation with my attorney. And that was leading up to the emergency custody hearing which was conducted on September 5. After that hearing, the children were made available to her immediately.

Julie has denied access several times. In the beginning of our separation I would ask for an extra day or extra time and Julie always said No. The biggest one was when Klayton wanted to go to an event with me, and Julie would not allow it. The other time is when the support was being re-calculated. Please see text messages provided in discovery and pending Petition for Contempt and Related Relief for the particulars. Julie refused to bring the kids. Her answer was "pay me my money and I will bring the kids." Also, she has publicly said, "Yeah you will get your custody when you pay me my money". Alyssa even asked me to pay child support so that she could see me.

24. Since your eighteenth birthday, when you were represented by an attorney or waived the right to be represented by an attorney, state whether you have been found guilty of, or plead guilty to, any crimes other than minor traffic violations and, if so, state the nature of the offense, the date of each conviction, the full name of the court where each conviction was entered, and the case number.

ANSWER NO 24: I have never been found guilty of or plead guilty to any crime.

25. State whether any of your minor children have indicated a preference as to where they want to live and with whom they want to live, and describe the circumstances giving rise to the stated preference, what the child(ren) said, the date they said it, your response, and who was present when the children indicated their preference.

ANSWER NO. 25: Jesscella and Klayton have both told many people (including myself, my parents, their friends and I suspect their attorney) that they want to live with me. Alyssa,

Gabriella, and Brantlee have also told me this but they say that Julie threatens them when they voice their opinion.

26. Describe the residence where you live, including how many people live there, how many square feet in the residence, the number of bedrooms and number of bathrooms and where each minor child will sleep.

ANSWER NO. 26: When we were living temporarily at my parents, Jesscella had her own room as did Klayton. Gabriella and Alyssa shared a room. Brantlee shared a room with me. The marital home has 5 bedrooms and 3 bathrooms and is approximately 4,500 square feet. Our camper at the river campground has one bathroom and each child has their own bunk bed area and Brantlee also sleeps with me there. We are soon moving to my Grandmother's house in Boonsboro which has 3 bathrooms and 7 bedrooms. Approximately 5,000 square feet.

27. If you contend that your wife is not a fit and proper person to have the care and custody of your minor children, state in full the exact facts on which you base your contention and the names, address and telephone numbers of all persons who have personal knowledge of the facts on which you base your contention.

ANSWER NO. 27: At the time of our separation back in June, I was hopeful that we could work out a custody arrangement quickly, and which provided us both substantial access to the children. Both of us played a large role in their upbringing. However, Julie's conduct (some while we lived together and particularly after our separation) concern me that she may not be fit to have care and custody of the children. Julie gets mad and breaks things belonging to the kids and or her. Last May, she got so angry that she punched the rearview mirror and broke it and the windshield in my van, while Alyssa was in the front seat. She said at the emergency hearing that she accidentally swung her arms up because I had provoked her. Julie is very abusive to the children, physically and mentally. She has threatened the kids several times. She physical assaulted

Jesscella to the point of Klayton having to restrain her. She also bit Alyssa on the thumb out of anger. She also hit Brantlee in the face in front of Klayton and I at Clear Spring Middle School after the order of no corporal punishment was put in place. Perhaps the worst thing she has done is to continue to encourage Alyssa's false narrative of abuse at the hands of my father, despite not a shred of evidence and despite investigations by multiple DSS workers in Frederick and Washington Counties. This is incredibly confusing and stressful to a young child. It has driven a wedge (already there when Julie attacked Jesscella) between Julie and Klayton and Jesscella. And it has kept me from spending time at my parents' home when they are present because of the DSS safety plan which is currently in effect. Julie has announced to strangers at the Eastern Elementary School Cross Country Run that my father is a child abuser. Nothing could be further from the truth. See list of witnesses that will testify to these cases. Julie regularly would grab Jesscella by the hair and pull her. During the separation the police were at the house 2 or 3 times for these incidents. I also have a voicemail from Jesscella where she is sobbing about how Julie hit her while driving and almost caused her to wreck the car. Julie has left the children alone at home at night, according to them, since she started working nights. She has also left them in the care of her parents overnight, when she is supposed to give me a first right of refusal if she is unavailable to care for them for a period of two hours or more. Julie's parents are also a bad influence on our children, inasmuch as they despise me and make no effort to hide their feelings when the children are present. After the Eastern Elementary race, Julie's parents followed me and the children to my car and called me names like "queer" and "faggot" and challenged me to fight them. This is just absurd. As noted in my answer to Interrogatory no. 23, Julie has kept the children from seeing me for no reason other than that she was angry at me. Even after the BIA intervened and said that my regular visitation should resume, she refused to let me see the children. I had to file a contempt petition against her to get to let me see the kids again, and I have not withdrawn it

because there is no assurance that Julie will continue to abide by the Court order and the recommendations of the BIA.

Witnesses: See list provided in answer to Interrogatory no. 8.

28. Describe the minor children's relationship with their mother and with you, both before and after the separation up until the present time.

ANSWER NO. 28: Julie's relationship with the kids is, at this time, toxic. She uses them to her advantage, see Answer No. 23.


Jesscella and Klayton want her to stay away from them because of her constant badmouthing of them and me (accusing me of having affairs in front of the children, even of having one with Jesscella's friend Alexis Taylor one time when we were at Chik Fil A) and particularly after her treatment of Jesscella on the day when Julie left for Ocean City with Alyssa, they want nothing to do with her at this time. She threatens them constantly and lectures them by texting them bible verses. She tells them that they will not amount to anything and that Jesscella is unattractive and will end up pregnant.

It was this way before the separation, but has only worsened since the separation. My relationship with the kids has always been that I listen to them and try to be attentive to their needs. Don't get me wrong, there have been times that I have gotten frustrated with any of them. I have occasionally yelled at my children and have had to spank them on the rear end. Never anywhere else. The children love spending time with me, it is always just calmer for them when they are in my care. I.E. child spills something on the floor, Julie-yells and gets mad. David-might get upset but says ok let's clean it up. Julie has continued to use corporal punishment on the children, even after she insisted on a provision in the latest court order which prohibits it. Klayton and I witnessed her striking Brantlee at the Clear Spring Elementary Cross Country Meet, after he refused to get into her car.

29. Give a precise narrative of the each minor child's daily schedule during the school year (including weekends), and during the summer, including the approximate time that they awaken, where and by whom they are cared for while you are at work, if there are other children in this setting, the approximate time the children return home on the days you are working if they are cared for out of the home, bedtimes and who takes the children to and picks the children up after school.

ANSWER NO 29: When the children are with me, they are with me. The 3 younger ones have to be at school by 7:50 a.m. I do not have a bus route so I take them to school. Jesscella and Klayton have to be at school by 8:35 a.m. I either take them or they have Hunter Tharp take them. If the younger ones are going with me after school then I pick them up. Jesscella normally has to stay after school for soccer. Klayton is either picked up by me or he rides home with his aunt that is a teacher at his school. If Jesscella does not have activities after school she does the same as Klayton. In the summer the younger ones are cared for either by Julie when she wasn't working or by my oldest daughter that is 16. Luckily, I work for my parents and I would be able to leave work if there is something needed during the day.

I SOLEMNLY AFFIRM THAT THE ANSWERS GIVEN IN THE ABOVE ANSWERS TO INTERROGATORIES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF



David L. Barr, Defendant/Counter-
Plaintiff

As to objections:



Jason Morton
SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
Email: jmorton@salvatoremorton.com
CPF # 9412140253

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE M. BARR

*

Plaintiff/Counter-Defendant

*

v.

* CASE NO. C-21-FM-18-000928

DAVID L. BARR

*

Defendant/Counter-Plaintiff

*

* * * * *

NOTICE OF SERVICE OF DISCOVERY MATERIALS

I HEREBY CERTIFY that on this 22nd day of October, 2018, I e-served a copy of Defendant/Counter Plaintiff's Answers to Interrogatories via email to Thomas K. Mallon, Esquire of The Law Office of Thomas K. Mallon, LLC at tmallon@mallon-jurisprudence.com.

I further certify that I will retain the original pleadings until this matter is concluded, the time for appeals exhausted, and any appeal noted ruled upon.



Jason Morton, Esquire
SALVATORE & MORTON, LLC
82 West Washington Street,
Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
jmorton@salvatoremorton.com
CPF #9412140253

Attorney for Defendant/Counter-
Plaintiff, David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of October, 2018 a copy of this Notice of Service of Discovery Materials was emailed to Thomas K. Mallon, Esquire of The Law Office of Thomas K. Mallon, LLC at tmallon@mallon-jurisprudence.com and Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE M. BARR

*

Plaintiff/Counter-Defendant

*

v.

* CASE NO. C-21-FM-18-000928

DAVID L. BARR

*

Defendant/Counter-Plaintiff

*

* * * * *

NOTICE OF SERVICE OF DISCOVERY MATERIALS

I HEREBY CERTIFY that on this 23rd day of October, 2018, I e-served a copy of Defendant/Counter Plaintiff's Request for Production of Documents via U.S. mail, postage prepaid, to Thomas K. Mallon, Esquire of The Law Office of Thomas K. Mallon, LLC at 1107 Kenilworth Drive, Suite 305, Towson, Maryland 21204 and Eric B. Andrews, Esquire LAW OFFICES OF ERIC B. ANDREWS at 5 Public Square Ste 306, Hagerstown, MD 21740 .

I further certify that I will retain the original pleadings and documents including but not limited to videos and transcripts, until this matter is concluded, the time for appeals exhausted, and any appeal noted ruled upon.



Jason Morton, Esquire
SALVATORE & MORTON, LLC
82 West Washington Street,
Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
jmorton@salvatoremorton.com
CPF #9412140253

Attorney for Defendant/Counter-
Plaintiff, David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of October, 2018 a copy of this Notice of Service of Discovery Materials was emailed to Thomas K. Mallon, Esquire of The Law Office of Thomas K. Mallon, LLC at tmallon@mallon-jurisprudence.com and Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE M. BARR

*

Plaintiff/Counter-Defendant

*

v.

* CASE NO. C-21-FM-18-000928

DAVID L. BARR

*

Defendant/Counter-Plaintiff

*

* * * * *

AMENDED NOTICE OF SERVICE OF DISCOVERY MATERIALS

I HEREBY CERTIFY that on this 23rd day of October, 2018, I served a copy of Defendant/Counter Plaintiff's Answers to Interrogatories via email and U.S. mail, postage prepaid, to Thomas K. Mallon, Esquire of The Law Office of Thomas K. Mallon, LLC at tmallon@mallon-jurisprudence.com and at 1107 Kenilworth Drive, Suite 305, Towson, Maryland 21204.

I further certify that I will retain the original pleadings until this matter is concluded, the time for appeals exhausted, and any appeal noted ruled upon.

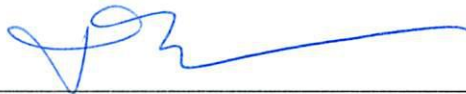


Jason Morton, Esquire
SALVATORE & MORTON, LLC
82 West Washington Street,
Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
jmorton@salvatoremorton.com
CPF #9412140253

Attorney for Defendant/Counter-
Plaintiff, David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of October, 2018 a copy of this Amended Notice of Service of Discovery Materials was served via the MDEC Filing System to Thomas K. Mallon, Esquire of The Law Office of Thomas K. Mallon, LLC attorney for the Plaintiff/Counter Defendant at tmallon@mallon-jurisprudence.com and via U.S. mail, postage prepaid, at 1107 Kenilworth Drive, Suite 305, Towson, Maryland 21204 and the Amended Notice of Service of Discovery Materials served was e-served via the MDEC Filing System to Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR

Plaintiff/Counter-Defendant

v.

DAVID L. BARR

Defendant/Counter-Plaintiff

Case No.: C-21-FM-18-000928

MOTION FOR AWARD OF ATTORNEY'S FEES

Undersigned Children's Privilege Attorney for Jesscella M. Barr, born July 17, 2002, Klayton D. Barr, born July 30, 2004, Aylssa L. Barr, born September 13, 2008, Gabriella M. Barr, born July 6, 2010 and Brantlee R. Barr, born March 10, 2003, minor children of the parties, was appointed by Order of this Court on July 19, 2018. The Order provided that a retainer in the amount of Three Thousand Dollars (\$3,000.00) be paid by David L. Barr, Defendant/Counter-Plaintiff with a final allowance of fees to be determined at a merits hearing or upon the Petition of undersigned counsel. Since his appointment, undersigned counsel has expended 29.8 hours in his representation of the parties' minor child in the above-captioned action. The services rendered in providing that representation are itemized on the attached statement.

WHEREFORE, undersigned counsel requests an award of attorney's fees and expenses in the amount of Three Thousand Dollars (\$3,000.00) be disbursed from fees being held in the Attorney's Trust Account and be awarded and additional Two Thousand Nine Hundred Sixty Dollars (\$2,960.00).

Respectfully submitted,

Eric B. Andrews, Esquire
LAW OFFICE OF ERIC B. ANDREWS, P.C.
5 Public Square, Ste. 306
Hagerstown, MD 21740
ebalaw@verizon.net
(301) 745-4142
Attorney for Minor Children

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of November, 2018, a copy of the foregoing was mailed, postage prepaid, to Jason Morton, Esquire, 82 W. Washington Street, Ste. 100, Hagerstown, MD 21740 and Thomas Mallon, Esquire, 1107 Kenilworth Drive, Ste. 305, Towson, MD 21204.

Eric B. Andrews

LAW OFFICE OF ERIC B. ANDREWS, P.C.
ATTORNEY AT LAW

**5 Public Square, Suite 306
HAGERSTOWN, MD 21740
(301) 745-4142 • FAX (301) 739-6439**

November 1, 2018

Barr Children

07/30/18 RECEIVED PAYMENT (\$3,000.00)

LEGAL SERVICES RENDERED:

07/23/18	Review Order from Pauler; Open file;	
	Correspondence to counsel	0.4
07/27/18	Obtain and review pleadings;	
	Notes to file	0.7
07/31/18	Teleconference with Morton; Note to file;	
	Review Entry of Appearance; Diary file;	
	Correspondence to Mallon	0.6
08/02/18	Review and respond to Checatow	0.2
08/13/18	Review Counter-Complaint;	
	Note to file	0.4
08/21/18	Teleconference with Mallon/Morton; Note to file	0.5
08/23/18	Review email from Morton	0.2
08/24/18	Review file for conference; Conference with children;	
	Email to Morton/Mallon;	
	Note to file	2.2
08/28/18	Review email from Mallon; Review texts;	
	Review email from Morton;	
	Teleconference with Morton	0.8
08/29/18	Teleconference with Morton;	
	Note to file	0.2
08/30/18	Attend status conference;	
	Conference with counsel;	
	Note to file	1.0

08/31/18	Review and respond to email; Teleconference with Ebersole	0.4
09/04/18	Teleconference with Morton; Conference with Julie Barr; Review ex parte motion/pleadings; Review email from Morton	3.3
09/05/18	Hearing preparation; Conference with client; Attend hearing	4.5
09/06/18	Review Motion; Draft Order; Teleconference with Mallon/Morton; Review emails/pictures; Teleconference with Julie Barr	1.3
09/07/18	Review correspondence from Court; Diary file	0.1
09/14/18	Review file for conference; Conference with David Barr; Note to file	1.2
09/18/18	Review correspondence from Morton	0.3
09/27/18	Teleconference with Morton; Note to file	0.3
09/28/18	Review and respond from email; Teleconference with Julie Barr; Note to file	0.5
10/01/18	Review file for conference; Conference with Alyssa Barr; Note to file	1.0
10/02/18	Review correspondence from Morton; Review Petition For Custody	0.4
10/04/18	Teleconference with Morton; Note to file; Teleconference with David Barr	0.6
10/05/18	Review email from counsel	0.2
10/08/18	Teleconference with Julie Barr; Note to file	0.3
10/10/18	Review correspondence from Morton; Diary file	0.2
10/16/18	Teleconference with Morton	0.2
10/19/18	Teleconference with Morton	0.2
10/23/18	Teleconference with client; Review and respond to Morton email; Review David Barr's discovery responses; Review numerous emails from counsel	1.0
10/24/18	Teleconference with Wilkinson; Review protective order request;	

	Teleconference with Morton	0.8
10/25/18	Teleconference with Morton;	
	Teleconference with Klayton Barr;	
	Review and respond to emails from counsel	0.6
10/26/18	Teleconference with Wilkinson;	
	Note to file;	
	Review school records (Alyssa)	0.8
10/29/18	Attend hearing;	
	Conference with Jesscella/Klayton Barr	3.3
10/30/18	Teleconference with Lawson;	
	Email to Mallon;	
	Teleconference with Morton;	
	Note to file	<u>0.8</u>

TOTAL HOURS: 29.8

TOTAL LEGAL SERVICES: 29.8 hours x \$200.00/per hour = \$5,960.00

TOTAL BALANCE DUE: \$2,960.00

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

*

* * * * *

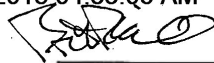
ORDER

Having considered David L. Barr's Motion for Order Compelling Discovery, and any response thereto, it is hereby this ____ of ____ 8th of November, 2018 by the Circuit Court for Washington County, Maryland

ORDERED that Julie M. Barr, Plaintiff/Counter-defendant, be and hereby is directed to serve by the 27th day of November, 2018, on counsel for David L. Barr, Defendant/Counter-plaintiff the following: (1) full and complete Answers to David L. Barr's First Set of Interrogatories; (2) a response to David L. Barr's First Request for Production of Documents **and** all responsive documents labeled to correspond with the categories in each request; and it is further

ORDERED that Julie M. Barr, Plaintiff/Counter-defendant, shall pay reasonable attorney's fees and expenses in the amount of \$ 100 to counsel for David L. Barr within 15 days of the date of this Order.

11/08/2018 04:53:06 AM



Brett R. Wilson

JUDGE

cc: Jason Morton
Thomas K. Mallon
Eric B. Andrews

Entered: Clerk, Circuit Court for
Washington County, MD
November 8, 2018

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

RESPONSE TO MOTION FOR AWARD OF ATTORNEY'S FEES

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, responds to the Motion for Award of Attorney's Fees filed in this action by Eric B. Andrews, Best Interest Attorney and Children's Privilege Attorney for the parties' minor children, and for reasons states:

1. He agrees that the fees sought by Mr. Andrews are both reasonable and necessary.

2. He requests that at least a portion of the fees be paid by the Plaintiff/Counter-defendant, inasmuch as she has occasioned much the need for Mr. Andrews' fees and has been employed since on or about August, 2018.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740

301/739-3600

jmorton@salvatoremorton.com

CPF#9412140253

Attorney for Defendant/
Counter-Plaintiff
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of November, 2018, a copy of the foregoing Response to Motion for Award of Attorney's Fees was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, LAW OFFICE OF THOMAS K. MALLON, LLC, attorney for Julie M. Barr, Plaintiff/Counter-defendant; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE BARR

*

v.

*

Case No. C-21-FM-18-000928

DAVID BARR

*

* * * * *

MOTION TO QUASH SUBPOENA, OR IN
THE ALTERNATIVE, FOR PROTECTIVE ORDER
AND SUPPORTING AUTHORITY

Pursuant to Maryland Rule 4-266 (c), Kelly Lawson, Frederick County Department of Social Services (hereafter referred to as “the Department”), by and through Counsel, BokmanLaw, objects to the Subpoena issued by Jason Morton, Esquire, and hereby requests that the Subpoena be quashed for the following reasons:

1. That Jason Morton, Esquire, issued a Subpoena to Kelly Lawson, Frederick County Department of Social Services, in the above-captioned matter, commanding her to appear before the Circuit Court for Washington County on December 4, 2018 at 1:30 p.m. A copy of the Subpoena is attached.
2. The Subpoena commands Kelly Lawson, Frederick County Department of Social Services, to produce any and all records involving Jescella Barr, Klayton Barr, Alyssa Barr, Gabriella Barr and/or Brantlee Barr.
3. The records of the Department contain information that is of a highly sensitive and personal nature about families and individuals who receive services from the Department. The information as it is compiled in the Department’s records is not public information.
4. Section 10-611 et. Seq. of the Maryland Code Annotated, “Access to Public Records” exempts the Department’s records from disclosure, even to parties of interest.

Additionally, Section 1-201 of the Human Services Article, Maryland Code Annotated formerly COMAR 07.02.07.18 and 07.01.07.01 through 07.01.07.12, protect the confidentiality of the agencies' records.

5. Further, Section 1-202, of the Human Services Article of the Maryland Annotated Code establish the confidentiality of child abuse and neglect records and the limited exceptions permitting their release.
6. In like manner Sections 1-201 through 1-204 of the Human Services Article of the Maryland Annotated Code provides that the Department's records are confidential, makes unauthorized disclosure of records a criminal offense, and mandates that a Court Order is required to authorize release of records in most instances. The Court has authority to deny the release of the Department's records under the above noted statute and its predecessor statute, Article 88A, Section 6, State v. Runge, 317 Md. 613, 566 A.2d 88 (1989). In Runge, the Court determined that the statute is intended to protect the confidential information in the Department's records, see also Freed v. Worcester Co., DSS, 69 Md. App. 447, 518 A.2d 159 (1986), where the Court noted that the authority of the Court to Order disclosure of information contained in the Department's records is not broad and that the mere fact that the [Department's] records may be the easiest way to obtain information does not justify a Court Order directing release of the information.
7. Records of the Department are confidential pursuant to the following Federal Statutes and Regulations:

42 U.S.C., Section 602 (a) and 45 C.F.R., Section 205.50 (AFDC);

42 U.S.C., Section 671 (a) (8), 45 C.F.R., Sections 205.50 (a) (1) (i) (B),

1355.21 and 1355.30 (Foster Care); 42 U.S.C., Section 620 et seq. and 45 C.F.R. Section 1355.21 (a), 1355.30 and 205.50 (Child Welfare Service);

42 U.S.C., Section 5103 (b) (2) (E) and 45 C.F.R., Section 1340.14 2020 (e) (8) (Food Stamps).

8. Executive or Governmental Immunity applies to the Department's records. See U.S. v. Nixon, 418 U.S. 683, 94 S.Ct. 3090, 41 L.Ed.2d 1039, and Hamilton v. Verdow, 287 Md. 544, 414 A.2d 914 (1980).
9. The Maryland Annotated Code, Article of the Maryland Code, Annotated State Government Articles cited above indicate a strong legislative intent that information contained in the Department's records, be kept in strict confidence.
10. For this reason and on the grounds of executive governmental privilege, the Court should not Order disclosure of such information unless there is a compelling reason and nexus between the need for the information and the administration of the Department's programs.
11. While the Department's records may provide a convenient means to obtain certain information, the records are confidential pursuant to Federal and State statutes and regulations and may be released only pursuant to a Court Order. Indeed, even the United States Supreme Court has held that confidential State material may not be automatically disclosed to a criminal defendant charged with child abuse over the State's compelling interest in protecting its sensitive and confidential information and that access to this confidential State information may be achieved, at best, after an in camera review by the Court. Pennsylvania v. Ritchie, 480 U.S. 39, 107 S.Ct. 989 (1987); see also, Zaal v. State, 584 A.2d 119 (1991) and 602 A.2d 1247 (1992) and Baltimore City Department of Social Services v. James Stein, et al., 328 Md. 1, 612 A.2d 880 (1992).
12. The Department believes its records are relevant in this matter; however, a Protective Order is necessary to protect information which could disclose the identity of the reporter

in this case or any other person whose life or safety is likely to be endangered by disclosing this information. Freed v. Worcester County Department of Social Services, 69 Md. 447, 518 A.2d 159, 162 (1986).

13. The Department requests the Court to sign an Order requiring the Social Worker to appear and limit the production of documents and/or testimony to the relevant information disclosed under the Protective Order.

WHEREFORE, Kelly Lawson and the Department respectfully request the Court to:

- A. Quash the Subpoena issued in the captioned case or, in the alternative, to
- B. Permit disclosure of information by production of records only after reviewing the proposed relevant documents;
- C. Enter a Protective Order limiting access to information, if any, to the parties and their attorneys for use only in the captioned case and redacting any information concerning the identity of the reporter in this case or any other person whose life or safety is likely to be endangered by disclosing the information and limiting the Social Worker's testimony to the same.

Two proposed Orders are attached.

/s/ Robert S. Bokman
Robert S. Bokman
BokmanLaw
100 W Church Street
Suite 215
Frederick, Maryland 21701
ID# 9712160068
301-663-7871
bokmanlaw@gmail.com
*Counsel for Frederick County Department
of Social Services and Custodian of Records*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was sent via First Class Mail, postage prepaid and/or hand delivered this 27th day of November, 2018, to: Jason Morton, Esquire, 82 W. Washington Street, Suite 100, Hagerstown, Maryland 21740; Thomas Mallon, Esquire, 1107 Kenilworth Drive, Suite 305, Towson, Maryland 21204.

/s/ Robert S. Bokman
Robert S. Bokman, Esquire



CIRCUIT COURT FOR WASHINGTON COUNTY

24 Summit Avenue, Hagerstown, Maryland 21740

Phone: (301) 733-8660 Maryland Relay call: 711

Toll-free (in Maryland) 800-937-2062

Case No. C-21-FM-18-000928

STATE OF MARYLAND

or

JULIE MARIE BARR

Plaintiff

vs.

DAVID L. BARR

Defendant

TO: Kelly Lawson

Name

1888 North Market St.

Address 1

Address 2

Frederick, MD 21701

City, County, State, Zip

SUBPOENA

Issue Date: 11/26/2018

Service Deadline: 60 days after the Issue Date.

You are hereby compelled to appear at a ☒ court proceeding ☐ deposition at the following location:
Circuit Court for Washington County, Maryland

Address of Court or Other Location

24 Summit Ave., Hagerstown, MD 21740

City, State, Zip

On December 4, 2018

Date

at 1:30

Time

☐ a.m.☒ p.m.☒ To testify in the above case, and/or

☒ To produce the following documents, items, and information, not privileged: Any and all documents relating to investigations into allegations of abuse and/or neglect of Jescella Barr, Klayton Barr, Alyssa Lynn Barr, Gabriella Barr and/or Brantlee Barr.

☐ To produce, permit inspection and copying of the following documents or other tangible items:

David L. Barr

Requested By

requested issuance of this subpoena. Questions should be referred to:

Jason Morton

Name

82 W. Washington St., Suite 100

Address

301-739-3600

Phone

Hagerstown, MD 21740

City, State, Zip

Special Message:

- ☐ If this subpoena compels the production of financial information, or information derived from financial records, the requestor of this subpoena hereby certifies having taken all necessary steps to comply with the requirements of Md. Code Ann., Financial Institutions § 1-304 and any other applicable law.
- ☐ If this subpoena compels the production of medical records, the requestor of this subpoena hereby certifies having taken all necessary steps to comply with the requirements of Md. Code Ann., Health-General § 4-306 and any other applicable law.
- ☐ Foreign Subpoena and/or Undertaking form are attached and are incorporated by reference and are made part of this subpoena.

Kevin Tucker, Acting Clerk
Circuit Court for Washington County

NOTICE:

1. YOU ARE LIABLE TO BODY ATTACHMENT AND/OR FINE FOR FAILURE TO OBEY THIS SUBPOENA.
2. This subpoena is effective for the date and time stated and any subsequent dates as directed by the court.
3. If this subpoena is for attendance at a deposition and the party served is an organization, notice is hereby given that the organization must designate one or more persons who will testify on its behalf, pursuant to Rule 2-412(d).
4. Serving or attempting to serve a subpoena more than 60 days after the date of issuance is prohibited.

RETURN OF SERVICE

I certify that I delivered the original of this Subpoena to the following person(s): _____
on the following date: _____ by the following method (specified as required by Rule 2-126): _____

Signature

Printed Name

* IN THE
* CIRCUIT COURT FOR
* FOR WASHINGTON COUNTY,

V.

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

MOTION FOR SANCTIONS

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rules 2-433(c) of the Maryland Rules, requests that the Court direct that Julie M. Barr, Plaintiff/Counter-Defendant, be prohibited from supporting or opposing any claims or defenses in this action, and prohibiting her from introducing evidence in this action at the *Pendente Lite* Hearing of this action, and for reasons states:

1. On October 16, 2018, the Defendant filed a Motion for Order Compelling Discovery ("the Motion.")
2. The Plaintiff failed to file a response to the Motion.
3. On November 8, 2018, the Court ordered the Plaintiff to respond to the Defendant's First Request for Production of Documents (including all responsive documents) and First Set of Interrogatories on or before November 27, 2018. The Court also ordered Plaintiff to pay Defendant's reasonable attorneys fees in the amount of \$100.

4. The Plaintiff has yet to serve a response to the Request for Production of Documents or to furnish the responsive documents themselves. The Plaintiff has yet to serve answers to the Interrogatories. The Plaintiff has yet to pay the Defendant's attorney's fees.

5. A *Pendente Lite* Hearing is scheduled for December 4, 2018. The pending issues are custody, visitation, child support, alimony and use and possession of the family home.

6. Rule 2-433 of the Maryland Rules provides that where Court finds a total failure to provide discovery, it may enter an order refusing to allow the failing party to support or oppose designated claims.

7. "Maryland law is well settled that a trial court has broad discretion to fashion a remedy based upon a party's failure to abide by the rules of discovery." *Warehime v. Dell*, 124 Md.App. 31, 43 (1998) (quoting *Bartholomee v. Casey*, 103 Md.App. 34, 48 (1994), cert. denied, 338 Md. 557, 659 A.2d 1293 (1995)).

8. The purpose of discovery is to "eliminate, as far as possible, the necessity of any party to litigation going to trial in a confused or muddled state of mind, concerning the facts that give rise to the litigation." *Warehime* at 48 (quoting *Baltimore Transit Co. v. Mezzanotti*, 227 Md. 8, 13 (1961)).

9. In the divorce action of *Beck v. Beck*, 112 Md. App. 197, 210 (1996), the Court of Special Appeals held that a trial court

has "very broad discretion" in determining how and whether to impose sanctions in a discovery dispute and that the discovery abuses need not be "willful or contumacious behavior."

10. Although the Plaintiff initiated this action, she has not filed a responsive pleading to the Defendant's counter-complaint, and she has failed utterly to provide any discovery responses which support her position. It is unfair for her to raise issues and then refuse to divulge the documents, evidence, facts, and witnesses which support her claim, particularly since these discovery requests were served on her nearly six (6) months ago.¹

11. Without the benefit of Plaintiff's responses to these discovery requests, the Defendant will be unfairly limited in his ability to oppose her position at the *Pendente Lite* Hearing.

12. Given Plaintiff's extended and willful failure to abide by the rules of discovery, she should be prohibited from entering into evidence any documents in support of her own claims or in opposition to the Defendant's claims in this action.

13. Counsel for the Defendant has spent 0.9 hours at the rate of \$250 per hour in preparing this Motion and Order.

WHEREFORE, Plaintiff requests that this Court enter an order

¹As noted in the Motion for Order Compelling Discovery, Julie M. Barr's counsel did provide undersigned counsel with a thumb drive containing a number of documents at the Scheduling Conference in this action on August 30, 2018. However, the documents produced were not labeled "to correspond with the categories in the request," as required by Rule 2-422(c). The documents were almost entirely financial in nature and did not bear upon the issues of custody and visitation.

prohibiting Julie M. Barr, Plaintiff/Counter-defendant, from supporting or opposing any claims or defenses in this action and prohibiting her from introducing evidence at the *Pendente Lite* Hearing of this action; and to pay Defendant's reasonable attorney's fees and expenses incurred in obtaining this Order.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of November, 2018, a copy of the foregoing Motion for Sanctions was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

JULIE MARIE BARR, * IN THE
Plaintiff/Counter- * CIRCUIT COURT FOR
Defendant
v. * FOR WASHINGTON COUNTY,
DAVID L. BARR, * MARYLAND
Defendant/Counter- * CASE NO. C-21-FM-18-000928
Plaintiff
* * * * *

MOTION TO SHORTEN TIME

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rule 1-204(a) of the Maryland Rules, moves to shorten time for responding to the Motion for Sanctions, which is being filed simultaneously with this Motion and for reasons states:

1. A *Pendente Lite* Hearing is scheduled for December 4, 2018. The pending claims are custody, visitation, child support, alimony and use and possession of the Family Home.

2. Contemporaneously with this Motion, the Defendant is filing a Motion for Sanctions based on the Plaintiff's failure to provide any responses, even after the issuance of an order compelling discovery on November 8, 2018.

3. If the time for Plaintiff to file a response to the Defendant's Motion for Sanctions is not shortened, the response will not be due until after the *Pendente Lite* Hearing.

4. The Plaintiff will not be prejudiced by the shortening of

time to respond to the Motion for Sanctions. No legal research or other time-consuming preparation should be required for a response.

WHEREFORE, Defendant requests that the time for responding to the Motion for Sanctions in this action be shortened and that the Plaintiff be required to file any response on or before November 29, 2018 at 5:00 p.m.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of November, 2018, a copy of the foregoing Motion to Shorten Time was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

JULIE MARIE BARR * IN THE
 Plaintiff * CIRCUIT COURT
 v. * FOR
DAVID L. BARR * WASHINGTON COUNTY,
 Defendant * MARYLAND
 *
 * CASE NO. C-21-FM-18-000928

* * * * *

AFFIDAVIT OF SERVICE

I, DAVID ROBISON, on this 26 day of NOVEMBER, 2018, do solemnly declare and affirm under penalties of perjury that the following is true and correct:

1. I am an adult citizen of the United States of America and a resident of the State of Maryland. I am over 18 years of age and have personal knowledge of the facts stated herein.

2. I was engaged by David L. Barr, Defendant, in the above-captioned action to serve a Subpoena on the Kelly Lawson.

4. On NOVEMBER 26, 2018, at approximately 11:15 (a.m.) p.m., I served the above-described Subpoena on Kelly Lawson at 1888 N. Market ST FREDERICK, MD 21701

Maryland, by delivering them to her personally.

David Robison

Signature

DAVID ROBISON

Printed Name

158 S. Prospect St.

Address

HAGERSTOWN, MD 21740

City, State & Zip Code

301 393 4740

Phone No.



CIRCUIT COURT FOR WASHINGTON COUNTY

24 Summit Avenue, Hagerstown, Maryland 21740

Phone: (301) 733-8660 Maryland Relay call: 711

Toll-free (in Maryland) 800-937-2062

Case No. C-21-FM-18-000928

STATE OF MARYLAND

or

JULIE MARIE BARR

Plaintiff

vs.

DAVID L. BARR

Defendant

TO: Kelly Lawson

Name

1888 North Market St.

Address 1

Address 2

Frederick, MD 21701

City, County, State, Zip

SUBPOENA

Issue Date: 11/26/2018

Service Deadline: 60 days after the Issue Date.

You are hereby compelled to appear at a ☒ court proceeding ☐ deposition at the following location:
 Circuit Court for Washington County, Maryland

Address of Court or Other Location

24 Summit Ave., Hagerstown, MD 21740

City, State, Zip

On December 4, 2018 at 1:30 ☐ a.m. ☒ p.m.
 Date Time

☒ To testify in the above case, and/or

☒ To produce the following documents, items, and information, not privileged: Any and all documents relating to investigations into allegations of abuse and/or neglect of Jescella Barr, Klayton Barr, Alyssa Lynn Barr, Gabriella Barr and/or Brantlee Barr.

☐ To produce, permit inspection and copying of the following documents or other tangible items:

David L. Barr

Requested By

Jason Morton

Name

301-739-3600

Phone

requested issuance of this subpoena. Questions should be referred to:

82 W. Washington St., Suite 100

Address

Hagerstown, MD 21740

City, State, Zip

Special Message:

- ☐ If this subpoena compels the production of financial information, or information derived from financial records, the requestor of this subpoena hereby certifies having taken all necessary steps to comply with the requirements of Md. Code Ann., Financial Institutions § 1-304 and any other applicable law.
- ☐ If this subpoena compels the production of medical records, the requestor of this subpoena hereby certifies having taken all necessary steps to comply with the requirements of Md. Code Ann., Health-General § 4-306 and any other applicable law.
- ☐ Foreign Subpoena and/or Undertaking form are attached and are incorporated by reference and are made part of this subpoena.

Kevin Tucker, Acting Clerk
 Circuit Court for Washington County

NOTICE:

1. YOU ARE LIABLE TO BODY ATTACHMENT AND/OR FINE FOR FAILURE TO OBEY THIS SUBPOENA.
2. This subpoena is effective for the date and time stated and any subsequent dates as directed by the court.
3. If this subpoena is for attendance at a deposition and the party served is an organization, notice is hereby given that the organization must designate one or more persons who will testify on its behalf, pursuant to Rule 2-412(d).
4. Serving or attempting to serve a subpoena more than 60 days after the date of issuance is prohibited.

RETURN OF SERVICE

I certify that I delivered the original of this Subpoena to the following person(s):

on the following date: by the following method (specified as required by Rule 2-126):

Signature

Printed Name

Plaintiff/Counter-Defendant

V.

Defendant/Counter-
Plaintiff

* * * * *

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton,

1. This is a divorce action which is scheduled for a *Pendente*

2. The Plaintiff has made repeated allegations of sexual

3. Upon information and belief, all of the allegations of

final investigation, the Frederick County Department of Social Services requested that the parties enter into a Safety Plan whereby the minor children of the parties would have no contact with the Plaintiff. The parties entered into such a Safety Plan, which was in effect from October 25, 2028 until November 21, 2018.

5. Upon information and belief, Kelly Lawson conducted the investigations and prepared a Report of her findings which were presented to the Court in a related protective order proceeding involving the third party.

6. Ms. Lawson's testimony is sought for this limited purpose of determining the extent and nature of the Department's investigations, findings, and conclusions with respect to the parties' minor children. Defendant does not seek information which would disclose the identity of the reporter in this case or any other person whose life or safety would be endangered by disclosing such information.

7. The Department has conceded in its Motion that the records sought by the Defendant "are relevant in this matter" (Motion, ¶12).

8. Under Human Services §§1-201(b)(1) and 1-202(b)(1) of the Annotated Code of Maryland, which is cited by the Department in its motion, records and reports relating to child and abuse and neglect are confidential but may be disclosed under a court order.

9. The testimony and documents sought by the Defendant are

relevant to the determination of the Court in this action, namely whether the children have been subjected to repeated investigations involving frivolous allegations of abuse; moreover, Ms. Lawson's testimony will provide a neutral witness's account of the contested issues.

WHEREFORE, David L. Barr prays that the Frederick County Department of Social Services' Motion to Quash Subpoena, or in the Alternative, for Protective Order and Supporting Authority be denied, or in the alternative that the Protective Order submitted by the Frederick County Department of Social Services be issued by this Court immediately.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 29th day of November, 2018, a copy of the foregoing Opposition to Motion to Quash Subpoena, or in the Alternative, for Protective Order and Supporting Authority was e-served on Robert S. Bokman, Esquire, BokmanLaw, bokmanlaw@gmail.com, attorney for Frederick County Department of Social Services and Custodian of Records; Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

ORDER SHORTENING TIME

Having considered David L. Barr's Motion to Shorten Time, and any response thereto, it is hereby this ____ 29th of November, 2018 ___, 2018, by the Circuit Court for Washington County, Maryland

ORDERED that Julie M. Barr, Plaintiff/Counter-defendant's time to file a response to the Defendant's Motion for Sanctions is shortened to the _30th_ day of November, 2018 at _4:30_ p.m.

11/29/2018 03:21:34 PM


JUDGE
Daniel P. Dwyer

cc: Jason Morton
Thomas K. Mallon
Eric B. Andrews

Entered: Clerk, Circuit Court for
Washington County, MD
November 29, 2018

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE BARR

*

v.

*

Case No. C-21-FM-18-000928

DAVID BARR

*

* * * * *

PROTECTIVE ORDER

Jason Morton, Esquire, has served a Subpoena on Kelly Lawson, Frederick County Department of Social Services, soliciting confidential records protected from disclosure by MD. Ann. Code, Human Services Article, Title 1, Subtitle 2. Thus, except in accordance with a Court Order, it is unlawful for any person or persons to divulge or make known in any manner any information directly or indirectly derived from these records.

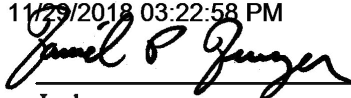
As information from the records requested may be relevant to this litigation, and as all parties recognize the need to safeguard the confidentiality of persons described in documents and case records, it is this _____ day of 29th of November, 2018 ____, 2018, by the Circuit Court Judge for Washington County, Maryland.

ORDERED,

1. That information from the record may be reviewed and shared only by the parties and their Attorneys.
2. That information from the records is released only for use in this litigation. Accordingly, persons listed in No. 1 above may use information released only for purposes absolutely essential to the resolution of the litigation.
3. That any reference to the identity of the reporter or any person whose life or safety is likely to be endangered shall be redacted before disclosure.

4. That any person who discloses any information contained in these reports shall be subject to the penalties found in MD. Ann. Code Human Services Article, Sections 1-201 (c) and 1-202 (f) and shall be subject to sanctions, including contempt.
5. That Kelly Lawson and/or any other representative of the Department is Ordered to appear and testify and/or produce all records, if called by the prosecution or the defense, and such record and/or testimony is limited to the information disclosed under the Protective Order.
6. That the requesting party shall pay the Department \$25.00 per hour for retrieval and copy and \$0.25 per copy for all copies to be supplied to any party as required by this Order.

11/29/2018 03:22:58 PM



Judge

Daniel P. Dwyer

Circuit Court for Washington County, Maryland

Entered: Clerk, Circuit Court for
Washington County, MD
November 29, 2018

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JULIE M. BARR

Plaintiff/Counter Defendant

v.

DAVID L. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

**OPPOSITION TO DEFENDANT/COUNTER
PLAINTIFF'S MOTION FOR SANCTIONS**

NOW COMES, Plaintiff/Counter Defendant, Julie M. Barr (hereinafter the "Mother"), in opposition to Defendant/Counter Plaintiff's Motion for Sanctions and for reasons states:

1. On August 30, 2018, the Mother, through counsel provided over 500 pages of documents in response to Defendant/Counter Plaintiff's Request for Production of Documents.

2. These documents were well in advance of the requested due date provided by Defendant/Counter Plaintiff and were hand delivered on the very first meeting of the attorneys in this matter at the Status Conference of the Parties. *See* Notice of Discovery and Affidavit of Thomas K. Mallon, LLC attached hereto and incorporated herein as **Exhibit 1 and 2** respectively.

3. On November 27, 2018 the Mother provided additional discovery responses. *See* Notice of Discovery attached hereto and incorporated herein as **Exhibit 3** as well as also seeing **Exhibit 2** again.

4. At no time from August 30, 2018 until present did Defendant/Counter Plaintiff provide a Certificate of Good Faith Attempt as required by Maryland Rule 2-431. *See* MD Rule 2-431.

5. MD Rule 2-431 provides in relevant part:

Certificate Required.

A dispute pertaining to discovery need not be considered by the court unless the attorney seeking action by the court has filed a certificate describing the good faith attempts to discuss with opposing attorney the resolution of the dispute and certifying that they are unable to reach agreement on the disputed issues. The certificate shall include the date, time and circumstances of each discussion or attempted discussion.

See MD Rule 2-431.

6. The use of the word shall in the statute make it a required obligation and prerequisite and therefore Defendant/Counter Plaintiff's motion is therefore defective on its face

7. Additionally, the Mother did provide discovery responses and therefore the Defendant/Counter Plaintiff's motion is moot.

8. In addition, this matter involves both Legal and Physical Custody of minor children as well as visitation.

9. The minor children have infeasible right to have the children's best interest considered at a full evidentiary hearing. *Wells v. Wells*, 168 Md. App. 382, 896 A.2d 1082, (2006).

10. Additionally, discovery was sent in the matter to Defendant/Counter Plaintiff on or about August 20, 2018. *See* Interrogatories and Requests for Production of Documents attached hereto and incorporated herein as **Exhibit 4 and 5** respectfully.

11. To date very little discovery has been provided by Defendant/Counter Plaintiff and therefore Defendant/Counter Plaintiff has UNCLEA HANDS (emphasis added).

12. Defendant/Counter Plaintiff did provide some documents on a CD, however that CD is defective, and the PDF documents will not open, but a list of documents do come up to from which to select from.

13. In viewing just the list, it is clear that there is an insufficient response to the Mother's Discovery Requests.

14. On November 20, 2018 Defendant counsel was made aware of the defective CD.

15. Lastly in having to Oppose Defendant's Motion for Sanctions, the Mother had to incur additional attorney's fees.

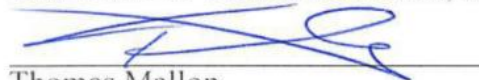
16. Undersigned counsel spent 2.2 hours at a rate of \$300.00 per hour in defending this Motion. *Again see Exhibit 2.*

WHEREFORE, the Mother, Julie M. Barr, respectfully requests:

- A. Defendant/Counter Plaintiff's Motion for Sanctions be DENIED;
- B. Defendant/Counter Plaintiff's Motion for Sanctions be DENIED, as Defective;
- C. Defendant/Counter Plaintiff's Motion for Sanctions be DENIED as MOOT;
- D. That she be Granted attorneys fees for having to oppose Defendant's motion;
- E. And for such further relief as this cause may require.

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC



Thomas Mallon

1107 Kenilworth Drive, Suite 305

Towson, Maryland 21204

(410) 847-9075; facsimile (410) 847-9078

Attorneys for Plaintiff/Counter Defendant

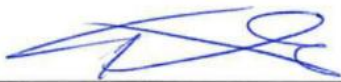
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of December, 2018, a copy of the foregoing Opposition to Defendant/Counter Plaintiff's Motion for Sanctions was served electronically via Maryland E-Filing system, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740
Attorney for David Barr

And

Eric Andrews, Esquire
6 W. Washington Street, Suite 308
Hagerstown, Maryland 21740
Best Interest Attorney for the Barr Children



Thomas Mallon

EXHIBIT 1

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JULIE M. BARR

Plaintiff/Counter Defendant

v.

DAVID L. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

NOTICE OF SERVICE OF DISCOVERY DOCUMENTS


Pursuant to Maryland Rule 2-401(d), Notice is hereby given, that on the 30th day of August, 2018, copies of the following Discovery Documents were served via hand delivery

- () Interrogatories
- () Answers to Interrogatories
- () Request for Production of Documents
- (X) Response to Request for Production of Documents Provided via hand delivery at Status Conference**
- () Request for Admission of Facts
- () Response to Request for Admission of Facts
- () Notices of Deposition
- () Notice of Deposition and Documents to be Produced
- () Other:

TO: Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC



Thomas Mallon
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; facsimile (410) 847-9078
Attorneys for Plaintiff/Counter Defendant

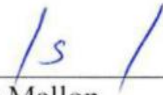
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of December, 2018, a copy of the foregoing Notice Of Service Of Discovery Documents was served electronically via Maryland E-Filing system, and mailed first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740
Attorney for David Barr

And

Eric Andrews, Esquire
6 W. Washington Street, Suite 308
Hagerstown, Maryland 21740
Best interest Attorney for the Barr Children



Thomas Mallon

EXHIBIT 2

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JULIE M. BARR

Plaintiff/Counter Defendant

v.

DAVID L. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

AFFIDAVIT OF THOMAS K. MALLON

I, Thomas Mallon do hereby affirm:

1. I am over 18 years of age, competent to testify and not a party to this case.
2. On August 30, 2018, I provided documents to Defendant/Counter Plaintiff's counsel at a status conference hearing.
3. On November 27, 2018 I provided additional discovery responses to Defendant/Counter Plaintiff's counsel.
4. On August 20, 2018 I served discovery requests upon Defendant/Counter Plaintiff through counsel. Defendant's counsel provided an electronic version of discovery documents, however that zip drive would not allow me open the files enclosed.
5. On November 20, 2018 I informed opposing counsel of the defective zip drive and have not received any supplementary discovery responses.
6. I have spent 2.2 hours of time at a rate of \$300 per hour in preparation of this Opposition to Motion for Sanctions.
7. This rate is a usual and customary rate for a heated and contest divorce matter.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth in this Answer are true to the best of my knowledge, information, and belief.

11/30/18
Date



Thomas Mallon

EXHIBIT 3

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JULIE M. BARR

Plaintiff/Counter Defendant

v.

DAVID L. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

NOTICE OF SERVICE OF DISCOVERY DOCUMENTS

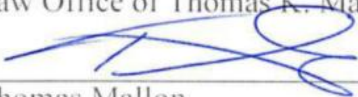
Pursuant to Maryland Rule 2-401(d), Notice is hereby given, that on the 27th day of November, 2018, copies of the following Discovery Documents were served via U.S. regular Mail Postage Pre-paid to:

- () Interrogatories
- (X) Answers to Interrogatories
- () Request for Production of Documents
- (X) Response to Request for Production of Documents
- () Request for Admission of Facts
- () Response to Request for Admission of Facts
- () Notices of Deposition
- () Notice of Deposition and Documents to be Produced
- () Other:

TO: Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC


Thomas Mallon
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; facsimile (410) 847-9078
Attorneys for Plaintiff/Counter Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of December, 2018, a copy of the foregoing Notice Of Service Of Discovery Documents was served electronically via Maryland E-Filing system, and mailed first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740
Attorney for David Barr

And

Eric Andrews, Esquire
6 W. Washington Street, Suite 308
Hagerstown, Maryland 21740
Best Interest Attorney for the Barr Children

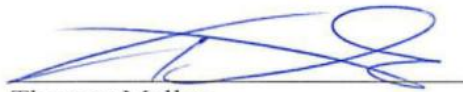

Thomas Mallon

EXHIBIT 4

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

DAVID L. BARR

Plaintiff/Counter Defendant

v.

JULIE M. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

PLAINTIFF'S FIRST SET OF INTERROGATORIES

TO: DAVID L. BARR, Plaintiff/Counter Defendant

FROM: JULIE M. BARR, Defendant/Counter Plaintiff

The following Interrogatories are propounded pursuant to Maryland Rules of Procedure and are to be answered fully and under oath or verified.

INSTRUCTIONS

- a. These Interrogatories are continuing in character so as to require you to file Supplementary Answers if you obtain further or different information before trial.
- b. Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances of the occurrence mentioned or complained of in the Complaint and all subsequent pleadings filed in these proceedings.
- c. Where knowledge or information in possession of a party is requested, such request includes knowledge of the party's agents, representatives and, unless privileged, his attorneys.
- d. Where an objection is made to any interrogatory herein, state the reason for the objection, including privilege or qualified work product immunity and answer any portion of the question that is not objected to.
- e. All references in the singular include the plural, and all plural references include the singular.

f. You shall comply with the requirements of Maryland Rules of Civil Procedure 2-421 in providing the answers to the interrogatories propounded below.

DEFINITIONS

In these interrogatories, the following definitions apply:

a. Document includes a writing, drawing, graph, photograph, chart, recording, and other data compilation from which information can be obtained, translated, if necessary through detection devices into reasonable usable form, and including, but not limited to, information stored on a computer hard drive, diskette, CD-ROM, digital recording, or video.

b. Identify, identity, or identification, (1) when used in reference to a natural person means that person's full name, last known address, home and business telephone numbers and present occupation or business affiliation; (2) when used in reference to a person other than a natural person, means that person's full name, a description of the nature of the person (that is, whether it is a corporation, partnership, chapter S, etc. under the definition of person below), and the person's last known address, telephone number and principal place of business; (3) when used in reference to any person, after the person has been properly identified previously, means the person's name; and (4) when used in reference to an author (or if different, the signer or signers), the addressee, and the type of document (e.g. letter, memorandum, telegram, chart, etc.) or to attach an accurate copy of the document to your answer appropriately labeled to correspond to the Interrogatory.

c. Person includes, but is not limited to, an individual, general or limited partnership, joint stock company, un-incorporated association or society, municipal or other corporation, incorporated association, limited liability partnership, limited liability company, the State, an agency or political subdivision of the State, a court, and other governmental entity.

d. Employer means any person who has compensated, or is obligated to compensate you for your services.

e. Fringe benefits include, but are not limited to: (1) contributions made by your employer to health insurance, life insurance, disability insurance, pension, profit sharing, or retirement plan; and (2) employer reimbursements or payments that reduce your personal living expenses such as use of a company car, expense accounts, and housing.

f. Property includes, but is not limited to: (1) accounts in any certificates of deposit; (2) cash; (3) debts owed to you, secured or unsecured, actual or contingent; (4) home furnishings, jewelry, furs, stamp, coin or collectible collections, antiques, and works of art; (5) intellectual property, including patents, royalties, and copyrights; (6) interests in

any entity, including partnerships, joint ventures, and corporations; (7) interests in improved or unimproved real property, including leaseholds, condominiums, and time share properties; (8) life insurance and annuities; (9) military or federal retirement benefits; (10) pension plans, profit sharing plans, individual retirement accounts, and retirement accounts; (11) securities, including stocks, bonds, mutual funds, United State Government obligations, options, and debentures; (12) vehicles, boats, aircraft, equipment, machinery, crops, livestock, and poultry; (13) workers' compensation claims, contract claims, or tort claims against another, and (14) any other interest or asset.

g. You or your refers to the party to whom these Interrogatories are addressed.

h. Wages include hourly wages, salary, bonuses, tips, incentive awards, fees, commissions, self-employment income and overtime pay.

INTERROGATORIES

INTERROGATORY NO. 1: Identify yourself, and all individuals with whom you have resided for the past five (5) years. For each individual other than yourself, state the person's age, relationship to you, and marital status. State your full address, birth date and social security number.

INTERROGATORY NO. 2: State whether you are the sole regular occupant of that residence. If not, give the complete names of all other persons occupying the premises.

INTERROGATORY NO. 3: If you and your spouse are not presently living together, state the date and the exact circumstances under which the separation took place, including which one of you left the family home.

INTERROGATORY NO. 4: State whether you now have or have had an alcohol or other substance abuse problem during the past five (5) years, and if the answer to this Interrogatory is yes, please state the nature of the problem and what assistance or help you have sought.

INTERROGATORY NO. 5: State what types of drugs, including alcohol and

prescribed medication, legal or illegal, you or any member of your household have used during the past twelve (12) months.

INTERROGATORY NO. 6: List separately each bank account, building and loan account, free shareholder account, savings certificates or other account of money on deposit with any financial institution held since the date of your marriage to the Defendant, in your own name, in trust or otherwise, either alone or concurrently with others, or to your benefit or use, the exact language of the account with reference to the power to order withdrawals there from, and with regard to signatory powers, giving the type and number of the account, the name and address of the depository and that name and address of any other person or persons who have or had any interest in the same, the nature and extent of that interest, the balance on deposit as of the date of your answers to these Interrogatories, the highest balance on deposit, and the date closed or transferred.

INTERROGATORY NO. 7: Identify each person whom you intend to call as an expert witness at trial, state the subject matter on which the expert is expected to testify, state the substance of the findings and opinions to which the expert is expected to testify, state the substance of the findings and opinions to which the expert is expected to testify and a summary of the grounds for each opinion, and, with respect to an expert whose findings and opinions were acquired in anticipation of litigation or for trial, summarize the qualifications of the expert, state the terms of the expert's compensation, and attach to your answers any available list of publications written by the expert, and any written report made by the expert concerning the expert's findings and opinions.

INTERROGATORY NO. 8: Identify each person having discoverable information that tends to support a position that you have taken or intend to take in this action, and state the subject matter of the information possessed by that person.

INTERROGATORY NO. 9: If you intend to rely on any documents or other tangible things to support a position that you have taken or intend to take in this action, provide a brief description, by category and location, of all such documents and other tangible things, and identify all persons having possession, custody, or control of them. (You may answer this interrogatory, in part, by attaching copies of all such documents.)

INTERROGATORY NO. 10: List with specificity any and all payments made by you to the Defendant for any reason, since the date of your separation, including the date the payment was made, the amount of said payment, how the payment was made (i.e., cash, check, etc.), to whom the payment was made, if not directly to the Defendant, and the purpose of the payment.

INTERROGATORY NO. 11: Identify any and all financial statements prepared by you or prepared by others on your behalf since the date of your marriage to present, which relates to your personal financial condition, giving the date of the statement, its purpose, the name and address of the person or entity who prepared the same, to whom it was given, the purpose for which it was prepared, the name and address of each person who has possession of the statement, and a summary of the assets (and the value attached thereto) and liabilities (and amount thereof) set forth on said statement (or an exact copy thereof).

INTERROGATORY NO. 12: Describe in detail your present child care plan (the plan which you would be prepared to offer if the minor children were in your custody), stating the names and addresses of all persons caring for the children, the hours during which you will utilize their services, and whether they would care for the children at your home or elsewhere.

INTERROGATORY NO. 13: State the names and addresses of each physician, psychiatrist, therapist or psychologist whom you have consulted or who has treated you in the past seven (7) years through the date of your Answer to this Interrogatory, and with respect to

each person, state the date or dates of each consultation or treatment; the purpose for which you consulted or were treated by each of them; the diagnosis and course of treatment by each of them; all medications prescribed, including what the medication was or is and the dosage and the approximate amount of medication you have taken in accordance therewith.

INTERROGATORY NO. 14: State whether you or any member of your household ever received any counseling for emotional, psychological or physical problems during the past five (5) years. If so, state the reason, and identify when and with whom you received such counseling.

INTERROGATORY NO. 15: Identify any civil litigation in which you have been involved as Plaintiff or Defendant since January 1, 2001, whether in the State or Federal Courts at any level, state the nature of the litigation, the date on which suit was filed, whether it has been disposed of, and if so, the exact disposition of any such litigation.

INTERROGATORY NO. 16: Describe your educational background. Include in your answer the highest grade you completed; the name and date of any degree, diploma, or certificate you received, and the name of the institution conferring the degree, diploma, or certificate; and any specialized training you have received.

INTERROGATORY NO. 17: Give the dates and circumstances of each incident during your marriage to your present spouse wherein you threatened her, struck her, or used profanity toward her; and give the dates and circumstances of each incident during your marriage to your present spouse wherein she threatened you, struck you, or used profanity toward you, and include in your description of the incident whether or not your minor children witnessed any such incident.

INTERROGATORY NO. 18: State the date on which you and your spouse last had sexual

relations with each other. (Standard Domestic Relations Interrogatory No. 16.)

INTERROGATORY NO. 19: If you have had sexual relations with a person other than your spouse during your marriage, identify the person(s) with whom you have had sexual relations, state the date of each act of sexual relations, and state the location where each act took place. If you refuse to answer this interrogatory as framed because the answer would tend to incriminate you, so state and answer for the period ending one year prior to the date of your answers. (Standard Domestic Relations Interrogatory No. 17.)

INTERROGATORY NO. 20: List separately each and every credit card you have control over, including but not limited to all personal and business credit cards in your name or another entities, to which you have access and or permission to use. Include in your response the name on the card, the mailing address of the card holder, the identification number and your current balance, the phone number of the issuing institution..

INTERROGATORY NO. 21: If you are currently employed in any capacity, identify each current employer and for each employment, state: (a) your job title, (b) your duties, (c) the number of hours in your average work week, (d) your regular pay period, (e) your gross wages per pay period, (f) the deductions per pay period made by your employer from your wages, (g) the number of exemptions that you claim for payroll deduction purposes; (h) list the specific exemptions that you claim when you file your income tax returns; (i) the amount of each of your refunds from both the Federal and State governments for the years 2001 through the present; (j) list all other deductions from your gross pay and the amount of each deduction; and (k) describe the nature, value and amount of any benefits that you receive as a result of your present employment, i.e. telephone, car, etc.

INTERROGATORY NO. 22: Have you ever been discharged or requested to resign from

any employment or contractual relationship? If so, identify the place of employment, and state fully the reasons you were discharged or requested to resign.

INTERROGATORY NO. 23: List with specificity each and every time you denied access between the minor children and their mother, or their mother has denied access between the minor children and you, including in your Answer the dates, time and reason, if any for any such refusal of access, since the date of your separation from the Defendant to present.

INTERROGATORY NO. 24: Since your eighteenth birthday, when you were represented by an attorney or waived the right to be represented by an attorney, state whether you have been found guilty of, or plead guilty to, any crimes other than minor traffic violations and, if so, state the nature of the offense, the date of each conviction, the full name of the court where each conviction was entered, and the case number.

INTERROGATORY NO. 25: State whether any of your minor children have indicated a preference as to where they want to live and with whom they want to live, and describe the circumstances giving rise to the stated preference, what the child(ren) said, the date they said it, your response, and who was present when the children indicated their preference.

INTERROGATORY NO. 26: _____ Describe the residence where you live, including how many people live there, how many square feet in the residence, the number of bedrooms and number of bathrooms and where each minor child will sleep.

INTERROGATORY NO. 27.: If you contend that your wife is not a fit and proper person to have the care and custody of your minor children, state in full the exact facts on which you base your contention and the names, address and telephone numbers of all persons who have personal knowledge of the facts on which you base your contention.

INTERROGATORY NO. 28: Describe the minor children's relationship with their mother

and with you, both before and after the separation up until the present time.

INTERROGATORY NO. 29: Give a precise narrative of the each minor child's daily schedule during the school year (including weekends), and during the summer, including the approximate time that they awaken, where and by whom they are cared for while you are at work, if there are other children in this setting, the approximate time the children return home on the days you are working if they are cared for out of the home, bedtimes, and who takes the children to and picks the children up from school.

15 /
Thomas Mallon
Law Office of Thomas K. Mallon, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; *facsimile* (410) 847-9078
Attorneys for Defendant/Counter Plaintiff
Julie Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20 day of 8, 2018, a copy of the foregoing Interrogatories was mailed, first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740

15 /
Thomas Mallon

EXHIBIT 5

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

DAVID L. BARR

Plaintiff/Counter Defendant

v.

JULIE M. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

REQUEST FOR PRODUCTION OF DOCUMENTS

The Defendant/Counter Plaintiff, Julie M. Barr, by her attorneys, Thomas Mallon and the Law Office of Thomas K. Mallon, LLC, requests, pursuant to the Maryland Rules, that the Plaintiff/Counter Defendant, David L. Barr, produce the requested documents at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Towson, Maryland, 21204, within 30 days. In lieu of producing the documents at the law office above, the Defendant may mail the originals or copies of these documents to the law office.

INSTRUCTIONS

1. You shall comply with the requirements of Maryland Rules of Civil Procedure 2-422 in providing the documents requested.
2. All references in the singular include the plural, and all plural references include the singular.
3. If you claim privilege, qualified work product immunity or for any other reason decline to produce documents as requested, you shall list, in your written response, to the specific request all such document(s) in chronological order, setting forth as to each of the following: (1) date; (2) author(s); (3) addressee(s); (4) title; (5) type of document (e.g. letter, report, memorandum); (6) subject matter (without revealing the information as to which privilege or immunity is claimed or objection made); (7) basis for the claimed privilege, immunity or objection; (8) identity of all persons to whom copies of such documents were sent.

DEFINITIONS

In this Request For Production Of Documents, the following definitions apply:

- a. *Communication* refers to verbal communications and written communications.
- b. *Defendant and Defendant/Counter Plaintiff*, refers to the above-captioned Defendant/Counter Plaintiff in the above-captioned case and the party who is receiving this request.
- c. *Document(s) and documentation* refers to all forms and types, in *your* custody or control, whether written, printed, recorded digitally formed, taped, photographed, produced or reproduced; including, but not limited to, writings and other tangible things, drawings, charts, photographs and photographic matter, pictorial matter, correspondence, transcriptions, tapes, notes from telephone conversations, agreements, contracts, financial statements, operating agreements, estimates, projections, summaries, offering circulars records, tape recordings (whether or not transcribed), reports, memoranda, private placement memoranda, studies, summaries, minutes, notes, agenda, bulletins, diaries, logs, announcements, instructions, manuals, brochures, schedules, data compilations from which information can be obtained, translated, if necessary through detection devices into reasonable usable form, information stored on a computer hard drive, diskette, CD-rom, digital recording or video, computer data or cards or printouts, telegrams and or teletype. *Document* also includes copies of such documents including identical and non-identical (for whatever reason) copies and prior drafts thereof. A *document* is deemed to be in your custody if you have possession of the document or have the right to secure such document from another person having the possession thereof.

d. *Employer(s)* means any *person* who has compensated, or is obligated to compensate you for your services.

e. *Fringe benefits* include, but are not limited to: (1) contributions made by *your* employer to health insurance, life insurance, disability insurance, pension, profit sharing, or retirement plan; and (2) employer reimbursements or payments that reduce your personal living expenses such as use of a company car, expense accounts, and housing.

f. *Identify, identity, or identification*, (1) when used in reference to a natural person means that person's full name, last known address, home and business telephone numbers and present occupation or business affiliation; (2) when used in reference to a person other than a natural person, means that person's full name, a description of the nature of the person (that is, whether it is a corporation, partnership, chapter S, etc. under the definition of person below), and the person's last known address, telephone number and principal place of business; (3) when used in reference to any person, after the person has been properly identified previously, means the person's name; and (4) when used in reference to an author (or if different, the signer or signers), the addressee, and the type of document (e.g. letter, memorandum, telegram, chart, etc.) or to attach an accurate copy of the document to *your* answer appropriately labeled to correspond to the Interrogatory.

g. *Me or my*, refers to the party who is serving this request.

h. *Minor Child* refers to any natural born minor child of the *Parties*.

i. *Party or Parties* refer to the parties in this case.

j. *Person(s)* includes, but is not limited to, an individual, general or limited partnership, joint stock company, un-incorporated association or society, municipal or other corporation, incorporated association, limited liability partnership, limited liability company,

the State, an agency or political subdivision of the State, a court, and other governmental entity.

k. *Plaintiff or Plaintiff/Counter Defendant* refers to the above-captioned Plaintiff in the above-captioned case and the party who is serving this request.

l. *Property* includes, but is not limited to: (1) accounts in any certificates of deposit; (2) cash; (3) debts owed to you, secured or unsecured, actual or contingent; (4) home furnishings, jewelry, furs, stamp, coin or collectible collections, antiques, and works of art; (5) intellectual property, including patents, royalties, and copyrights; (6) interests in any entity, including partnerships, joint ventures, and corporations; (7) interests in improved or unimproved real property, including leaseholds, condominiums, and time share properties; (8) life insurance and annuities; (9) military or federal retirement benefits; (10) pension plans, profit sharing plans, individual retirement accounts, and retirement accounts; (11) securities, including stocks, bonds, mutual funds, United State Government obligations, options, and debentures; (12) vehicles, boats, aircraft, equipment, machinery, crops, livestock, and poultry; (13) workers' compensation claims, contract claims, or tort claims against another; and (14 any other interest or asset.

m. *Wages* include hourly wages, salary, bonuses, tips, incentive awards, fees, commissions, self-employment income and overtime pay.

n. *You or your*, refers to the party to whom this Request for Production of Documents is directed.

DOCUMENTS TO BE PRODUCED

1. All documentary evidence of *your* employment history since January 1, 2010, including pay stubs, job classification sheets, employee notices, personnel/ payroll records, etc.

2. All documentary evidence of your address and phone numbers over the past five years, including but not limited to phone bills, utility bills, leases and any other billing

statements.

3. Evidence of any and all payments made to or received by *you* from any investment or employment, including periods of self-employment, for items other than salary or draw since January 1, 2010.

4. All contracts of employment involving *you* (whether as an “employee” or “independent contractor”) and any *employer*, third *person* or entity, at any time since January 1, 2010, regardless of whether the same is presently in effect.

5. Copies of *your* federal and state personal income tax returns along with all attachments thereto, W-2 forms, and 1099 forms/statements since January 1, 2010 to the present time, including all *documents* referred to or relied upon in preparing said tax returns.

6. If *you* have failed to file any federal and state personal income tax returns, for any of the years since January 1, 2010, copies of all *documentation* that would have been used or relied upon to file said returns.

7. All *documents* presented to *your* accountant, or all *documents* *you* or anyone else used in the preparation of *your* federal and state income tax returns since January 1, 2010.

8. Evidence of all non-taxable income *you* have had during since January 1, 2010.

9. All *documents* illustrating *your* payment of quarterly taxes since January 1, 2010.

10. Any and all *documents* illustrating income earned by *you* from property (real or personal) since January 1, 2010.

11. Evidence of any and all unemployment, worker’s compensation, disability or similar benefit claims or payments made by or to *you* of anyone on *your* behalf since January 1, 2010.

12. Any and all *documents* which illustrate any prerequisites and/or *fringe benefits* received by *you* from *your* employment since January 1, 2010.

13. A copy of *your* Federal Form EBS-1, or like form, i.e., any form illustrating deferred compensation from employment or retirement plans, etc., as well as a current valuation of employee benefits.

14. All documentary evidence of disability, profit sharing, pension or retirement funds, or other benefit programs in which *you* have or have had any interest during *your* marriage to the *Plaintiff*, including, but not limited to, a full description of the plan and any periodic statements evidencing *your* interest in the plan.

15. All records of any income or funds received by *you* since January 1, 2010, including, but not limited to, any salary or other compensation, commissions, bonuses, draws,

loans, advances, or any other funds of any kind or description received by *you*, including 'in kind' payments and profits from the sale of any items, including, but not limited to, motor vehicles and illegal substances.

16. All *documents*, which reflect, refer, or otherwise relate to any and all benefits *you* received from *your* present *employer* aside from *your* basic pay.

17. A copy of any financial statement prepared by *you* or for *you* for any purpose whatsoever during since January 1, 2010.

18. Each and every note, letter or similar *document* written to the *Defendant/Counter Plaintiff* from *you* and from the *Plaintiff* since January 1, 2010.

19. Every photograph, tape recording, document, or tangible item, which will be produced by *you* or on *your* behalf in this cause of action.

20. All *documents* evidencing authorization from the *Defendant/Counter Plaintiff* to act on the *Plaintiff/Counter Defendant's* behalf or to sign the *Plaintiff/Counter Defendant's* name.

21. Documentary evidence of all addresses at which *you* have resided since January 1, 2010.

22. All *documents* conveying any claims for damage or injury (either personal or property) on file or contemplated, of *yours*, including copies of any reports or appraisals relevant thereto.

23. Any and all leases signed by *you* in any capacity since January 1, 2010.

24. All books, calendars, diaries, and any similar compilations maintained by *you* or for *you*, for business and/or personal reasons, since January 1, 2010.

25. All detective and/or investigative reports made and prepared in the ordinary course of business by and investigators relating and pertaining to the *Plaintiff*.

26. All photographs relevant to the issues of the instant proceeding of (a) *you*, (b) the *Plaintiff*, (c) *you* and/or the *Plaintiff's* property, and (d) any other issue-related relevant subject matter.

27. All diaries, memoranda, letters and notes made by *you*, or made by any other *person*, contemporaneously with the events recorded and/or recorded thereon having relevance to any issue presented in the instance proceeding.

28. All reports, notes, correspondence or other *documents*, written or recorded, generated by any expert who will testify in these proceedings.

29. All records and *documents* of any type reviewed by any experts whom *you* intend to call as witnesses at any trial or hearing on this matter.

30. The resume or curriculum vitae of any *person* whom *you* propose to call as an expert at any trial or hearing on this matter.

31. All written or recorded statements of the *Plaintiff*.

32. All *documents* and records relating to *your* physical and mental health since January 1, 2010.

33. All *documents* and records relating to *your Minor Child's* physical and mental health since January 1, 2010.

34. All agreements with *your* attorney(s) relating to the rendering of legal services in the instant proceeding along with all bills and non-confidential billing records pertaining to any monies paid by or due from *you* to *your* attorney(s).

35. Copies of all appraisals made on any property of any nature whatsoever now owned by *you* (whether directly or indirectly, solely or concurrently with others, in trust or otherwise).

36. All deeds, deeds of trust, mortgages, contracts of sale, trust agreements, or like instruments pertaining to any real estate in which *you* have or have had an interest since January 1, 2010 along with a copy of any settlement sheets or other *documentation* in connection with the acquisition, sale, or refinancing thereof and all *documents* indicating the existence of and the balance of any encumbrance thereon.

37. Copies of all securities in which *you* have had an interest of any nature whatsoever.

38. All stock option agreements to which *you* are a party.

39. All *documents* evidencing the transfer, sale or other disposition of any asset valued in excess \$100.00 which was transferred, sold, or otherwise disposed of by *you* since January 1, 2010.

40. All *documents* indicating any interest *you* have, and the value of that interest, in any estate or trust, whether vested or non-vested.

41. An itemization of or, if none, all *documents* evidencing, the item and value thereof of all assets *you* own individually or concurrently with others, directly or indirectly, in trust or otherwise.

42. With regard to any estates of any descendants *you* may have inherited from, whether through testacy or intestacy, a copy of all *documents* received by *you* with regard to

each estate.

43. Copies of all titles to all motor vehicles on which *your* name has appeared as an owner, either singly or jointly with another *person*, since January 1, 2010.

44. All titles or titling *documents*, or evidence of ownership to any property, real or personal that *you* maintain as *your* own property.

45. Any lists of personal property made by *you* for insurance purposes since January 1, 2010.

46. All *documentation* of any motor vehicles sold by *you* either individually or through *your* business since January 1, 2010.

47. Any stocks, bonds, mutual funds, certificates of deposit, treasury bills, or any like asset in which *you* have or have had any interest since January 1, 2010.

48. As to any Keough (HR-10) Plan in which *you* are a participant, all copies of the plans trust instruments or *documents*, including any amendments thereto, and the most recent statement issued by each bank or custodian to date of trial.

49. All *documents* indicating the date upon which *you* secured any interest in any asset in which *you* have an interest presently and the cost of securing that interest.

50. All *documents* or other tangible evidence, whether or not the same will be produced at trial of this case, indicating that all or part of any property of any nature whatsoever in which *you* have an interest is not "marital property," within the purview of the Maryland Code, Family Law Article §8-201(e) and §8-203(a).

51. All instruments or *documents* or records illustrating any other interest *you* have in any other asset not heretofore mentioned.

52. All records including cancelled checks and receipts for any item purchased or expenditure made using a home equity line of credit on your real property since January 1, 2010.

53. All *documents* that pertain in any way to *your* drug and alcohol use.

54. All *documents* which evidence any monies over \$200.00 paid to *you* directly or for *your* use from any third party, including the *Defendant/Counter Plaintiff*, since January 1, 2010.

55. All *documents* which evidence any monies over \$200.00 or items over \$200.00 purchased by *you* for the use of a third party, other than the *Defendant/Counter Plaintiff* and *Minor Child*, since January 1, 2010.

56. All *documents* which evidence the amount to which *you* have contributed to the

support of the *Minor Child* from November 1, 2004 until the present.

57. All *documents* evidencing the costs, charges and personal living expenses of or for *you* maintenance, support and upkeep since November 1, 2004.

58. Evidence of any transaction in which *you* are involved wherein money was loaned to *you* from an individual or entity since January 1, 2010, as well as any evidence of any personal or business loan made to *you* since January 1, 2010.

59. For any credit charge account in *your* sole name or in combination with any other *person* or entity, all charge account slips signed by *you* or on *your* behalf since January 1, 2010, and all statements rendered by the creditor involved during the same period.

60. Documentary evidence of all financial statements, loan applications or like *documents* prepared by *you* or on *your* behalf since January 1, 2005, including personal statement as well as statements for any business in which *you* have more than a 4% interest.

61. All *documents* and records relating to any safe deposit box or storage unit and the contents thereof in which *you* have or have had any interest since January 1, 2010, including an itemization of the contents of said box since January 1, 2010, if applicable.

62. All *documents* related to any and all checking accounts with any bank, credit union, or other financial institution whether opened or closed, in which *you* have or have had any interest since January 1, 2010, either individually, or jointly with any other *person*, including, but not limited to, monthly statements, canceled checks, check ledgers and interest statements.

63. All savings account passbooks or other documentary evidence of any such savings, investment, money market or like accounts which are presently open or closed, in which *you* have or have had an interest since January 1, 2010.

64. All passbooks or other documentary evidence of accounts opened by *you* for the benefit of another, whether said accounts are now open or closed, since January 1, 2010.

65. All statements issued by the bank or other custodian covering any Individual Retirement Account in which *you* have an interest or have had an interest since January 1, 2010.

66. All records or indicia of ownership of interest in any trust, corporation, partnership, joint venture or any other business venture in which *you* have or have had a direct or indirect interest since January 1, 2010.

67. Copies of corporate or partnership tax returns in any corporation or partnership in which *you* have or have had an interest since January 1, 2010.

68. Any lists of assets or inventory made for insurance purposes by any business in which *you* have or have had an interest since January 1, 2010.

69. If *you* have been self-employed, copies of all *documents* pertaining to sales, receipts, accounts receivable, accounts payable, income, expenses and business assets since January 1, 2010.

70. Copies of any insurance policies covering any real or personal property owned by *you* or by any business in which *you* have or have had more than a 4% interest in during since January 1, 2010.

71. Any inventory lists made or maintained by *you* or by any business in which *you* have or have had more than a 4% interest in since January 1, 2010.

72. As to any closely held corporation, partnership and/or sole proprietorship (hereafter referred to as the "business") in which *you* have (or have had, in the past five (5) years) an interest as a shareholder, general partner or owner;

- A. Current shareholder list showing ownership interest of each, date shares acquired and consideration.
- B. Copies of all buy-sell agreements, including current agreements and agreements in force during the last five years.
- C. Copies of all employment contracts including current employees and employees terminated in the last five years.
- D. Copies of all non-competition agreements including current employees, employees terminated in the last five years, and non-employee agreements.
- E. Copies of all leases including real property and recent real estate appraisals, equipment, and sub-leases.
- F. Copies of accounts receivable schedule with aging.
- G. Copies of all promotional sales literature.
- H. Copies of all prior offers to purchase the company.
- I. Copies of all pending law suits.
- J. Fixed asset schedule.
- K. Projected financial statements or date, if available.
- L. Form 1 filed with the State Department of Taxation for the current year.
- M. Description of any related *party* transactions including transactions with common ownership, transactions with business owners, annual volume and the year end

balances.

- N. Copy of the most recent interim financial statement.
 - O. Description of all loan agreements, including payment schedule, interest rate and term, collateral, and covenants.
 - P. Copies of W-2 forms for the owners for the past five years.
 - Q. Description of non-salary benefits, including health insurance, retirement plans, club dues, automobile, expense reimbursement, deferred compensation, et. al.
 - R. As to any of the following books of the business in *your* possession, custody or control, for any period since January 1, 2005: (1) the general ledger, (2) the general journals, (3) the cash receipts books or journals, (4) the cash disbursements books or journals, (5) the sales books or journals, (6) the accounts receivable books or journals, (7) the accounts payable books or journals, and (8) any other journals or books of accounts of the business.
 - S. U.S. and state corporation and/or partnership income tax returns, including all schedules and attachments since January 1, 2005.
 - T. All audited, unaudited, certified or uncertified monthly, quarter-annual, semi-annual and annual financial statements, including, but not limited to, (1) profit and loss statements, (2) statements of income and expenses, (3) balance sheets, (4) statements of financial position, (5) statements of assets and liabilities, (6) statements of net worth, (7) statements of capital, (8) statements of source and application of funds, and (9) statements of use of funds, together with any and all schedules and attachments thereto since January 1, 2005.
 - U. All records relating to any income paid and/or distributions made to *you* from the business since January 1, 2005.
73. All *documents* not heretofore called for indicating any interest and the value of this interest in any sole proprietorship, partnership, syndication, joint venture, or closely held corporation.
74. All *documents* reflecting any gifts made or expenses paid by *you* to or for the benefit of any *person* aside from the *Defendant/Counter Plaintiff*, since January 1, 2010.
75. Copies of any and all existing annuity and life insurance policies (including riders, exceptions or other amendments for each policy or annuity) presently covering *your* life and any policies, which covered *your* life at any time since January 1, 2010.
76. Complete copies of all homeowners' or casualty insurance policies, including all schedules, in which *you* are a named beneficiary.

77. All *documents* relating to any medical insurance for which *you* and/or *your* minor children, is/are eligible through *your* employment including, but not limited to, all *documents* relating to the cost to *you* of individual coverage, the cost to *you* of parent and child coverage and the amount of contributions which *your employer* makes toward such coverage.

78. Copies of all medical insurance plans, summary plan descriptions and other *documents* which explain the medical and/or dental insurance benefits for which *your* minor children is/are eligible.

79. All documentary evidence of *your* educational and/or training endeavors since January 1, 2010, including, but not limited to, transcripts, diplomas, degrees, certificates, grade notices, tuition notice receipts, registration materials, curriculum notices, bills, checks and receipts for books, supplies, materials, etc...

80. All computer data, discs, and printouts which serve as any diary, calendar, bank records, net worth statements, any transactional records, and any and all other computer generated *documents* which are listed in these Requests.

81. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 1.

82. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 2.

83. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 3.

84. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 4.

85. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 5.

86. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 6.

87. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 7.

88. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 8.

89. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 9.

90. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 10.

91. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 11.

92. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 12.

93. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 13.

94. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 14.

95. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 15.
96. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 16.
97. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 17.
98. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 18.
99. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 19.
100. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 20.
101. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 21.
102. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 22.
103. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 23.
104. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 24.
105. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 25.
106. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 26.
107. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 27.
108. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 28.
109. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 29.
110. All *documents* utilized in and/or evidencing *your* Answer to Interrogatory No. 30.
111. All emails sent or received by *you* since January 1, 2010, relevant to the issues in this case.
112. All *documents* that evidence any claim you have made for child support, whether made here in Maryland, in California or any other state.
113. Any child care plan that you *intend* to file or use in any of these relevant proceedings.
114. All *documents* that indicate *your* claims made for public assistance from November 1, 2010 to present.
115. A copy of your driving record from the State of Maryland or any other State you

has a license to drive a motor vehicle in the past 5 years.

Law Office of Thomas K. Mallon, LLC

15 /

Thomas Mallon
1107 Kenilworth Drive, Suite 305
Towson, MD 21204
410-847-9075; *facsimile* 410-847-9078
Attorneys for Defendant/Counter Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of August, 2018, a copy of the foregoing Request for Production of Documents were mailed first class, postage pre-paid to:

Jason Mortonb
Salvatore and Morton, LLC
82 West Washington Street
Hagerstown, Maryland 21740
Attorney for Plaintiff/Counter Defendant

15 /

Thomas Mallon

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JULIE M. BARR

Plaintiff/Counter Defendant

v.

DAVID L. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

NOTICE OF SERVICE OF DISCOVERY DOCUMENTS


Pursuant to Maryland Rule 2-401(d), Notice is hereby given, that on the 27th day of November, 2018, copies of the following Discovery Documents were served via U.S. regular Mail Postage Pre-paid to:

- () Interrogatories
- (X) Answers to Interrogatories**
- () Request for Production of Documents
- (X) Response to Request for Production of Documents**
- () Request for Admission of Facts
- () Response to Request for Admission of Facts
- () Notices of Deposition
- () Notice of Deposition and Documents to be Produced
- () Other:

TO: Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC


Thomas Mallon
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; facsimile (410) 847-9078
Attorneys for Plaintiff/Counter Defendant


CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of November, 2018, a copy of the foregoing Notice Of Service Of Discovery Documents was served electronically via Maryland E-Filing system, and mailed first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740
Attorney for David Barr

And

Eric Andrews, Esquire
6 W. Washington Street, Suite 308
Hagerstown, Maryland 21740
Best Interest Attorney for the Barr Children



Thomas Mallon

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY

JULIE M. BARR

Plaintiff/Counter Defendant

v.

DAVID L. BARR

Defendant/Counter Plaintiff

CASE NO.: C-21-18-000928

NOTICE OF SERVICE OF DISCOVERY DOCUMENTS

Pursuant to Maryland Rule 2-401(d), Notice is hereby given, that on the 30th day of August, 2018, copies of the following Discovery Documents were served via hand delivery

- () Interrogatories
- () Answers to Interrogatories
- () Request for Production of Documents
- (X) Response to Request for Production of Documents Provided via hand delivery at Status Conference**
- () Request for Admission of Facts
- () Response to Request for Admission of Facts
- () Notices of Deposition
- () Notice of Deposition and Documents to be Produced
- () Other:

TO: Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC


Thomas Mallon

1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; facsimile (410) 847-9078
Attorneys for Plaintiff/Counter Defendant

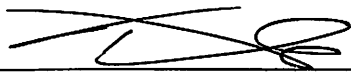
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of November, 2018, a copy of the foregoing Notice Of Service Of Discovery Documents was served electronically via Maryland E-Filing system, and mailed first class, postage prepaid, to:

Jason Morton, Esquire
Salvatore and Morton, LLC
82 west Washington Street, Suite 100
Hagerstown, Maryland 21740
Attorney for David Barr

And

Eric Andrews, Esquire
6 W. Washington Street, Suite 308
Hagerstown, Maryland 21740
Best Interest Attorney for the Barr Children



Thomas Mallon

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR

*

Plaintiff/Counter-Defendant

*

v.

*

CASE NO.: C-21-FM-18-928

DAVID L. BARR

*

Defendant/Counter-Plaintiff

*

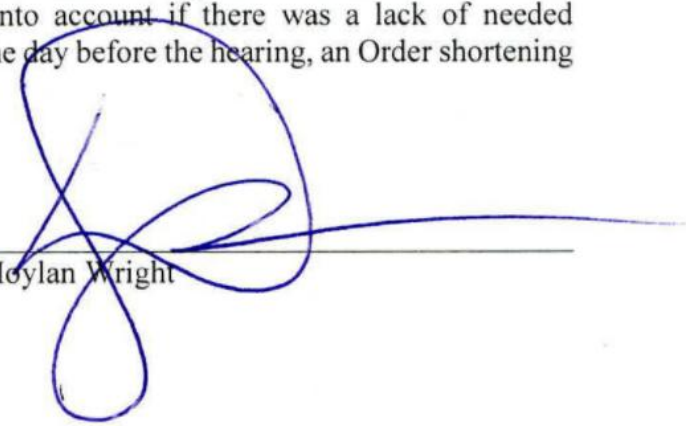
ORDER OF COURT

Whereas, David L. Barr, Defendant/Counter-Plaintiff, filed his Motion for Sanctions and his Motion to Shorten Time on November 28, 2018.

Whereas, the Motion to Shorten Time was presented to the Judge's queue for a ruling on Monday, December 3, 2018, a day before the scheduled pendent lite hearing.

Therefore, it is, by the Circuit Court for Washington County, Maryland, hereby

ORDERED that the Motion to Shorten Time is denied. The stated reason for the Motion was to allow a ruling prior to the December 4, 2018 pendent lite hearing. With the Motion having taken from November 28 until December 3, 2018 to reach a Judge for ruling, an Order shortening time even until the date of the hearing, does not accomplish the goal of the party having the discovery for the hearing. When the response is due under the regular time frame and is ruled upon, the Judge at that time may certainly take into account if there was a lack of needed information for the pendent lite hearing, however, the day before the hearing, an Order shortening time does not accomplish anything.



Dana Moylan Wright
Judge

cc: Thomas K. Mallon, Esquire
Attorney for Plaintiff/Counter-Defendant

Jason Morton, Esquire
Attorney for Defendant/Counter-Plaintiff

cc: Eric B. Andrews, Esquire
Best Interest Attorney

G. Clair Baker
Family Magistrate

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

REPLY TO OPPOSITION TO MOTION FOR SANCTIONS

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, replies to the Opposition to Motion for Sanctions ("the Opposition"), filed in this action by Julie M. Barr, Plaintiff/Counter-defendant, and for reasons states:

1. This discovery dispute involves Interrogatories and a Document Production Request which were served on Plaintiff's then-counsel **on June 6, 2018**.
2. The Plaintiff's Opposition was not timely filed and therefore should not be considered by the Court in ruling on the Defendant's Motion for Sanctions. By Order issued on November 29, 2018, the Plaintiff's Opposition, if any, was to be filed by November 30, 2018 at 4:30 p.m.
3. As of the filing of this Reply, Defendant still does not have any the discovery responses which were ordered to be served pursuant to the Court's November 8, 2018 Order Compelling Discovery. A *Pendente Lite* Hearing is scheduled for tomorrow. Therefore, the very basis for the Defendant seeking an order for sanctions remains less than one business day before trial.
4. The Plaintiff's Notice of Service of Discovery Documents erroneously recites that it was electronically served on November 28. It was served on December 1, 2018.

Moreover, it states that the Plaintiff's discovery responses (Answers to Interrogatories and a Response to Request for Production of Documents) were served **via U.S. Mail** on November 27, 2018. Why did Plaintiff not serve these documents electronically, other than to prevent Defendant from having the benefit of them in advance of trial, which is scheduled for tomorrow?

5. The Plaintiff states that Defendant's counsel failed to file a Certificate of Good Faith Attempt, as required by Maryland Rule 2-431. On the contrary, Defendant's counsel filed such a Certificate to the Motion for Order Compelling Discovery on October 18, 2018. The Certificate set for the good faith efforts to resolving the discovery which undersigned counsel still has yet to receive - one day before trial.
6. Plaintiff suggests that Defendant has unclean hands by virtue of not producing accessible documents with its Response to Request for Production of Documents. Plaintiff states that on November 20, 2018 (some four weeks after service of Defendant's discovery responses) undersigned counsel was "made aware of the defective CD." That is correct. But counsel for Plaintiff omitted what followed that revelation: undersigned counsel told Plaintiff's counsel to contact Debi Kirk, office manager and the person who scanned and transferred all of the responsive documents to the CD and to ask her to assist him with accessing the CD. Plaintiff's counsel never contacted Ms. Kirk or undersigned counsel again regarding that matter. See Affidavits of Jason Morton and Debi L. Kirk, attached hereto.
7. Finally, the best interests of the parties' minor children will still be protected at the *Pendente Lite*

Hearing, even if the Motion for Sanctions is granted, by virtue of the fact that they have representation by a best interest and child's privilege attorney, who was appointed by consent of the parties on July 19, 2018.

WHEREFORE, for the following reasons, David L. Barr requests that the Motion for Sanctions be granted.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of December, 2018, a copy of the foregoing reply to Opposition to Motion for Sanctions was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Towson, Maryland; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

AFFIDAVIT OF JASON MORTON

I, Jason Morton, hereby state and affirm under the penalties of perjury and upon personal knowledge that the following statements are true:

1. I am over 18 years of age, under no legal or mental disabilities, and am competent to affirm under oath all of the following facts.

2. I am the attorney for the Defendant in the above-captioned action.

3. On November 20, 2018, parties and counsel convened at the office of Brian A. Kane, Esquire, for mediation relating to property issues.

4. During a break in mediation, Thomas K. Mallon, Esquire, attorney for the Plaintiff, informed me for the first time that he was having difficulty accessing the documents which had been provided to him on a CD. The CD had been mailed to him on October 23, 2018.

5. I instructed Mr. Mallon to contact my office manager, Debra Kirk, who had scanned and transferred the documents onto the CD and could assist him to the extent that he was unable to access documents on the CD.

6. Mr. Mallon never contacted Ms. Kirk, as instructed. Mr. Mallon never contacted me again about this matter.

Date:

3 December 2018



Jason Morton

I, Debra L. Kirk, hereby state and affirm under the penalties of perjury and upon personal knowledge that the following statements are true:

1. I am over 18 years of age, under no legal or mental disabilities, and am competent to affirm under oath all of the following facts.

2. I am the Office Manager and a Paralegal for Salvatore & Morton, LLC, and have served in that capacity since on or about January 2013.

1

and a thumb drive containing a video. A true and accurate copy of the transmittal letter is attached hereto.

4. To date, Mr. Mallon has not contacted me regarding the CD - or any other matter.

Date: 12/3/18

Debra L. Kirk
Debra L. Kirk

LAW OFFICES OF
SALVATORE & MORTON, LLC
82 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

(301) 739-3600
(301) 797-6065 FAX
www.salvatoremorton.com

John R. Salvatore
Jason Morton
Jennifer M. Keefer

October 23, 2018

Thomas K. Mallon, Esquire
THE LAW OFFICE OF THOMAS K. MALLON, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204

RE: *Julie Marie Barr v. David L. Barr*
Circuit Court for Washington County, Maryland
Case no. C-21-FM-18-000928

Dear Tom:

Enclosed please find David L. Barr's responses to your client's Request for Production of Documents. All documents are contained on CD 1. A transcript of the Emergency Hearing is on CD 2. There is also a thumb drive labelled Barr containing a video.

Thank you for your attention to these matters.

Very truly yours,



Jason Morton

/dlk
Enclosures (as stated)
Cc: David L. Barr
Eric B. Andrews, Esquire

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

the Court was now able to review the order shorten **ORDER**

Having considered David L. Barr's Motion for Sanctions, and
any response thereto, it is hereby this ____ day of _____,
2018, by the Circuit Court for Washington County, Maryland

There are disputes as to whether good faith attempts have been made to resolve discovery issues, ;



Dana Moylan
Wright

12/03/2018 05:00:24 PM

JUDGE

cc: Jason Morton
Thomas K. Mallon
Eric B. Andrews

Entered: Clerk, Circuit Court for
Washington County, MD
December 4, 2018



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue
Hagerstown, Maryland 21740

To: Eric B. Andrews, Esq.
5 Public Squire, Suite 306
Hagerstown, MD 21740

Case Number: C-21-FM-18-928

Other Reference Number(s):

Julie Barr vs. David Barr


DATE: 12/06/18

NOTICE OF RELEASE OF EXHIBITS
Md. Rule 20-106

Under Maryland Rule 20-106(e), paper documents submitted or offered into evidence in open court are, as soon as practicable, to be scanned by the clerk and the originals returned to the party who submitted them.

- ☒ The original document(s) and/or exhibit(s) received in open court will be available for pick-up in the Civil Department between 12/04/18 and 1/04/18, after which time they will be disposed of accordingly.
- ☐ Enclosed please find original document(s) and/or exhibit(s), received in open court in the referenced case that have been scanned and recorded as part of the original record, and are now being released.
- ☐ The original document(s) and/or original exhibit(s) received in open court in the referenced case have been scanned and recorded as part of the original record and are now eligible for release. These items are too voluminous for mailing. Please contact this office if you would like to make arrangements to pick them up. If no response is received within 30 days after the date of this notice, the clerk will dispose of the original document(s) and/or exhibit(s) in an appropriate manner, which may include destruction.

NOTE: Items offered as exhibits but which cannot be scanned due to their size or other physical properties are, unless otherwise ordered by the court, to be retained by the clerk for 30 days or, if an appeal is noted, until all appeals are exhausted, and then released, as provided under Maryland Rule 16-405. A separate notice will be sent when those items, if any exist in this case, are eligible for release.


Kevin R. Tucker
Clerk of the Circuit Court

Plaintiff: _____ / /

Defendant: _____ / /



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue
Hagerstown, Maryland 21740

To: Jason Morton, Esq.

Law Offices of Salvatore & Morton, LLC

82 W Washington Street, Suite 100

Hagerstown, MD 21740

Case Number: C-21-FM-18-928

Other Reference Number(s):

Julie Barr vs. David Barr

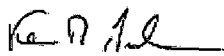
DATE: 12/06/18

**NOTICE OF RELEASE OF EXHIBITS
Md. Rule 20-106**

Under Maryland Rule 20-106(e), paper documents submitted or offered into evidence in open court are, as soon as practicable, to be scanned by the clerk and the originals returned to the party who submitted them.

- ☒ The original document(s) and/or exhibit(s) received in open court will be available for pick-up in the Civil Department between 12/04/18 and 1/04/18, after which time they will be disposed of accordingly.
- ☐ Enclosed please find original document(s) and/or exhibit(s), received in open court in the referenced case that have been scanned and recorded as part of the original record, and are now being released.
- ☐ The original document(s) and/or original exhibit(s) received in open court in the referenced case have been scanned and recorded as part of the original record and are now eligible for release. These items are too voluminous for mailing. Please contact this office if you would like to make arrangements to pick them up. If no response is received within 30 days after the date of this notice, the clerk will dispose of the original document(s) and/or exhibit(s) in an appropriate manner, which may include destruction.

NOTE: Items offered as exhibits but which cannot be scanned due to their size or other physical properties are, unless otherwise ordered by the court, to be retained by the clerk for 30 days or, if an appeal is noted, until all appeals are exhausted, and then released, as provided under Maryland Rule 16-405. A separate notice will be sent when those items, if any exist in this case, are eligible for release.


Kevin R. Tucker
Clerk of the Circuit Court

Plaintiff: _____ / /

Defendant: _____ / /



CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

24 Summit Avenue

Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972 Criminal: 301-790-7941 General: 301-733-8660 Assignment: 240-313-2540

Maryland Relay Service: 711 Fax Civil/Family/Juvenile: 301-791-0507

Case Number:

C-21-FM-18-000928

Other Reference Numbers:

JULIE BARR VS. DAVID BARR

Date: **08/30/2018**

MEDIATION SETTLEMENT DATA SHEET

Mediator: Brian A. Kane, Esquire

Number of mediation sessions:

11/20/18

Date(s) of mediation session(s):

1

Time spent in mediation session(s):

3.5 hrs

Hours

Minutes

Time spent in preparation for this case:

Hours

Minutes

OUTCOME

- ☐ Settled prior to mediation.
- ☐ Settled during mediation.
- ☐ Partially settled during mediation
- ☒ Not settled in mediation.
- ☐ Parties refused to mediate or no contact with parties.
- ☐ Unsuitable for mediation.

Comments: Parties contemplated continuing mediation; however, no further word had from Plaintiff's counsel.

Payment Received from Parties:

Plaintiff(s): ☐ Yes ☒ No

Defendant(s): ☒ Yes ☐ No

If no, amount owed:

250⁰⁰

If no, amount owed:

Mediator's Signature

Date

12.14.18

Please do not include details of any settlement reached in mediation.

Please return via File and Serve to:

Washington County Clerk of the Circuit Court

Use filing code: Mediator's Report

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR

Plaintiff/Counter-Defendant

v.

DAVID BARR

Defendant/Counter-Plaintiff

*
*
*
*
*
*
*
*

Case No.: C-21-FM-18-000928

MOTION TO STRIKE APPEARANCE

Thomas Mallon hereby files this Motion to Strike Appearance and as grounds therefore, consistent with Maryland Rule 2-132, state as follows:

1. On December 14, 2018 undersigned counsel sent by first class mail to Julie Marie Barr, Plaintiff/Counter Defendant, last known address, at: 14528 Fairview Hill Lane, Clear Spring, MD 21722, notice of counsel's intention to move to strike his appearance as her attorney in this case.

2. Undersigned counsel represents that Julie Marie Barr, Plaintiff/Counter Defendant, has been advised that she should have another attorney enter his or her appearance on Plaintiff/Counter Defendant's behalf and she has been advised to notify the Clerk in writing of her intention to proceed in proper person if he chooses to proceed without counsel. See copy of the letter dated December 14, 2018 giving said notice attached hereto and incorporated herein as **Exhibit 1**.

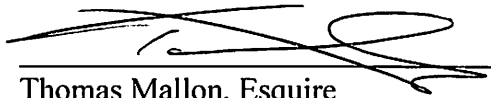
3. The withdrawal of appearance of counsel will not cause any undue delay, prejudice or injustice.

WHEREFORE, having fully complied with Maryland Rule 2-132, Thomas Mallon hereby respectfully requests that the appearance of Thomas Mallon and the Law Office of Thomas K. Mallon, LLC counsel for Plaintiff/Counter Defendant/in these proceedings be

stricken by Order of Court.

Respectfully submitted,

Law Office of Thomas K. Mallon, LLC



Thomas Mallon, Esquire
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
(410) 847-9075; *facsimile* (410) 847-9078
Attorneys for Plaintiff/Counter Defendant and Movant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of December, 2018, a copy of the foregoing MOTION TO STRIKE APPEARANCE was filed electronically through the Maryland Electronic Filing System to:

Jason Morton, Esquire
Salvatore & Morton
82 West Washington Street, Suite 100
Hagerstown, MD 21740
Attorney for Defendant/Counter Plaintiff

And

Eric B. Andrews, Esquire
5 Public Square, Suite 306
Hagerstown, MD 21740
Attorney for the Barr Children

And

By U.S.mail, postage prepaid to:
Julie Barr
14528 Fairview Hill Lane
Clear Spring, Maryland 21722-1243
Plaintiff/Counter Defendant



Thomas Mallon

EXHIBIT 1

THE LAW OFFICE OF THOMAS K. MALLON, LLC

1107 KENILWORTH DRIVE, SUITE 305
TOWSON, MARYLAND 21204
PHONE: (410) 847-9075
FAX: (410) 847-9078

PHONE: (240) 888-0000
E-MAIL: TMALLON@MALLON-JURISPRUDENCE.COM

SENT VIA ELECTRONIC AND US MAIL

December 14, 2018

Julie Barr
14528 Fairview Hill Lane
Clear Spring, Maryland 21722

RE: *Barr v. Barr*
Circuit Court for Washington County
Case No.: C-21-FM-18-000928 (DA)

Dear Ms. Barr:

You had a discussion with my assistant from my office yesterday. That discussion along with other correspondence we have had, makes it clear that there has been a breakdown in the Attorney//Client relationship. As such, this letters serves as formal notice of my intent to withdraw my appearance as your attorney. I will file that withdrawal after 5 days from the date of this letter, unless these issues are resolved.

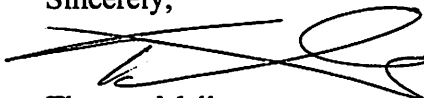
I strongly urge you to seek and obtain other counsel to represent you in this matter.

Should you wish to represent yourself going forward in this matter, you must do so in writing with the Court Clerk's Office at:

Clerk of the Court
Circuit Court for Washington County
24 Summit Avenue
Hagerstown, Maryland 21740

I thank you in advance for your cooperation and attention to this matter.

Sincerely,



Thomas Mallon

TKM/shm



CIRCUIT COURT FOR

City/County

, MARYLAND

Located at

Court Address

Case No. C 21FM18928

Plaintiff Julie Marie Barr
14528 Fairview Hill Lane
 Address
Clear Spring MD 21722
 City, State, Zip
304-995-5509
 Telephone Number

vs.

Defendant David Lynn Barr / Jason Morton
82 W. Washington St. Suite 100
 Address
Hagerstown Md 21740
 City, State, Zip
 Telephone Number

MOTION TO CONTINUE OR POSTPONE (Md. Rule 2-508)

I, Julie Marie Barr, ☒ plaintiff ☐ defendant, move that the Court grant a continuance or postponement of the proceeding scheduled in the above-referenced matter:

Currently scheduled date and time: Jan 11, 19 10:30 AM

for the following reasons: My Lawyer Dropped Me and with Holidays I can't get into see New lawyer untill mid January.

The opposing party ☐ agrees ☐ disagrees with the requested continuance or postponement.

☒ Opposing party's position unknown.

☐ Affidavit attached (if reason for request is unavailability of a material witness) ☐ hearing requested

I solemnly affirm under the penalties of perjury that the contents of this Motion are true to the best of my knowledge, information, and belief.

Dec. 28, 2018 Date
Parent Relationship to Case
14528 Fairview Hill Lane Address
Clear Spring MD 21722 City, State, Zip

Julie M Barr Signature of Party
Julie Marie Barr Printed Name
304-995-5509 Telephone Number
 Fax
juliemarie32482@gmail.com E-mail

CERTIFICATE OF SERVICE

I certify that I served a copy of this Motion upon the following party or parties by ☐ mailing first class mail, postage prepaid, ☐ hand delivery, on _____ Date _____ to:

Jason Morton Name

Eric Andrews Name

Dec. 28, 2018 Date

82 W. Washington St. Suite 100 Address
Hagerstown Md 21740 City, State, Zip
5 Public Square # 306 Address
Hagerstown Md 21740 City, State, Zip
Julie M Barr Signature of Party

It is hereby ORDERED:

ORDER

☐ Motion granted DEC 28 2018 Continued or postponed to _____

☒ Motion denied: REVIEW BY THOMAS CLERK Reason for Denial

☐ set for hearing on Motion _____ New Date

12/28/2018 01:00:02 PM Date

CC-023 (Rev. 08/2017)

Daniel P. Dwyer Judge

Daniel P. Dwyer

Entered: Clerk, Circuit Court for
Washington County, MD
December 28, 2018

JULIE MARIE BARR, * IN THE
Plaintiff/Counter- * CIRCUIT COURT FOR
Defendant
v. * FOR WASHINGTON COUNTY,
DAVID L. BARR, * MARYLAND
Defendant/Counter- * CASE NO. C-21-FM-18-000928
Plaintiff

* * * * *

ORDER

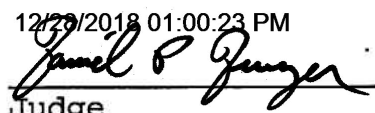
Having considered the Motion to Strike Appearance filed by Thomas K. Mallon, Esquire, and any response(s) thereto, it is this ____ 28th of December, 2018 __, by the Circuit Court for Washington County, Maryland,

ORDERED that the appearance of Thomas K. Mallon, Esquire on behalf of the Plaintiff/Counter-defendant, Julie M. Barr, in this action be, and it is hereby, STRICKEN; and it is further

ORDERED that the striking of the appearance of Thomas K. Mallon, Esquire shall not serve as a basis for a continuance of any hearing scheduled (or to be scheduled) in this action, or excuse any delay in responding to the Defendant's discovery requests, or result in delay in the work on behalf of the Children by the Best Interest Attorney, etc.; and it is further

ORDERED that the Clerk shall issue to Julie M. Barr the notice required under Maryland Rule 2-132 to the Plaintiff/Counter-defendant.

12/29/2018 01:00:23 PM



Judge

Daniel P. Dwyer

cc: Jason Morton
Eric B. Andrews
Thomas K. Mallon
Mrs. Julie M. Barr



CIRCUIT COURT FOR

City/County

MARYLAND

Located at

Court Address

Case No. C 21FM18928

Plaintiff
Julie Marie Barr
Address
14528 Fairview Hill Lane
Clear Spring MD 21722
City, State, Zip
304-995-5509
Telephone Number

vs.

Defendant
David Lynn Barr / Jason Morton
Address
82 W. Washington St. Suite 100
Hagerstown Md 21740
City, State, Zip
Telephone Number

MOTION TO CONTINUE OR POSTPONE
(Md. Rule 2-508)

I, Julie Marie Barr, ☒ plaintiff ☐ defendant, move that the Court grant a continuance or postponement of the proceeding scheduled in the above-referenced matter:

Currently scheduled date and time: Jan 11, 19 10:30 AM

for the following reasons: My Lawyer Dropped Me and with Holidays I can't get into see New lawyer untill mid January.

The opposing party ☐ agrees ☐ disagrees with the requested continuance or postponement.

☒ Opposing party's position unknown.

☐ Affidavit attached (if reason for request is unavailability of a material witness) ☐ hearing requested

I solemnly affirm under the penalties of perjury that the contents of this Motion are true to the best of my knowledge, information, and belief.

Dec. 28, 2018 Date
Parent Relationship to Case
14528 Fairview Hill Lane Address
Clear Spring MD 21722 City, State, Zip

Julie M Barr Signature of Party
Julie Marie Barr Printed Name
304-995-5509 Telephone Number
juliemarie32482@gmail.com E-mail

CERTIFICATE OF SERVICE

I certify that I served a copy of this Motion upon the following party or parties by ☐ mailing first class mail, postage prepaid, ☐ hand delivery, on _____ Date _____ to:

Jason Morton Name

Eric Andrews Name

Dec. 28, 2018 Date

82 W. Washington St. Suite 100 Address
Hagerstown Md 21740 City, State, Zip
5 Public Square # 306 Address
Hagerstown Md 21740 City, State, Zip
Julie M Barr Signature of Party

It is hereby ORDERED:

ORDER

☐ Motion granted DEC 28 2018 Continued or postponed to _____

☒ Motion denied: REVIEW BY THOMAS CLERK Reason for Denial

☐ set for hearing on Motion _____

12/28/2018 01:00:02 PM Date

CC-023 (Rev. 08/2017)

Daniel P. Dwyer Judge

Daniel P. Dwyer

Entered: Clerk, Circuit Court for Washington County, MD
December 28, 2018



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue
Hagerstown, Maryland 21740

To: **Eric B. Andrews, Esq.**
5 Public Squire, Suite 306
Hagerstown, MD 21740

Destroyed 1/9/19

Case Number: C-21-FM-18-928

Other Reference Number(s):

Julie Barr vs. David Barr

DATE: 12/06/18

NOTICE OF RELEASE OF EXHIBITS
Md. Rule 20-106

Under Maryland Rule 20-106(e), paper documents submitted or offered into evidence in open court are, as soon as practicable, to be scanned by the clerk and the originals returned to the party who submitted them.

- ☒ The original document(s) and/or exhibit(s) received in open court will be available for pick-up in the Civil Department between 12/04/18 and 1/04/18, after which time they will be disposed of accordingly.
- ☐ Enclosed please find original document(s) and/or exhibit(s), received in open court in the referenced case that have been scanned and recorded as part of the original record, and are now being released.
- ☐ The original document(s) and/or original exhibit(s) received in open court in the referenced case have been scanned and recorded as part of the original record and are now eligible for release. These items are too voluminous for mailing. Please contact this office if you would like to make arrangements to pick them up. If no response is received within 30 days after the date of this notice, the clerk will dispose of the original document(s) and/or exhibit(s) in an appropriate manner, which may include destruction.

NOTE: Items offered as exhibits but which cannot be scanned due to their size or other physical properties are, unless otherwise ordered by the court, to be retained by the clerk for 30 days or, if an appeal is noted, until all appeals are exhausted, and then released, as provided under Maryland Rule 16-405. A separate notice will be sent when those items, if any exist in this case, are eligible for release.

Kevin R. Tucker
Kevin R. Tucker
Clerk of the Circuit Court

Plaintiff: _____

Defendant: _____



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue
Hagerstown, Maryland 21740

To: Jason Morton, Esq.

Law Offices of Salvatore & Morton, LLC

82 W Washington Street, Suite 100

Hagerstown, MD 21740

Destroyed 1/9/19

Case Number: C-21-FM-18-928

Other Reference Number(s):

Julie Barr vs. David Barr

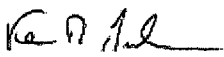
DATE: 12/06/18

**NOTICE OF RELEASE OF EXHIBITS
Md. Rule 20-106**

Under Maryland Rule 20-106(e), paper documents submitted or offered into evidence in open court are, as soon as practicable, to be scanned by the clerk and the originals returned to the party who submitted them.

- ☒ The original document(s) and/or exhibit(s) received in open court will be available for pick-up in the Civil Department between 12/04/18 and 1/04/18, after which time they will be disposed of accordingly.
- ☐ Enclosed please find original document(s) and/or exhibit(s), received in open court in the referenced case that have been scanned and recorded as part of the original record, and are now being released.
- ☐ The original document(s) and/or original exhibit(s) received in open court in the referenced case have been scanned and recorded as part of the original record and are now eligible for release. These items are too voluminous for mailing. Please contact this office if you would like to make arrangements to pick them up. If no response is received within 30 days after the date of this notice, the clerk will dispose of the original document(s) and/or exhibit(s) in an appropriate manner, which may include destruction.

NOTE: Items offered as exhibits but which cannot be scanned due to their size or other physical properties are, unless otherwise ordered by the court, to be retained by the clerk for 30 days or, if an appeal is noted, until all appeals are exhausted, and then released, as provided under Maryland Rule 16-405. A separate notice will be sent when those items, if any exist in this case, are eligible for release.


Kevin R. Tucker
Clerk of the Circuit Court

Plaintiff: _____ / /

Defendant: _____ / /



**CIRCUIT COURT FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue
Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972
Criminal: 301-790-7941
General: 301-733-8660
Assignment: 240-313-2540
Maryland Relay Service: 711
Fax Civil/Family/Juvenile: 301-791-0507

To: JULIE MARIE BARR
14528 FAIRVIEW HILL LANE
CLEAR SPRING, MD 21722

Case Number:
Other Reference Number(s):

C-21-FM-18-000928

JULIE BARR VS. DAVID BARR

Date: 01/11/2019

NOTICE TO EMPLOY NEW COUNSEL

The record in the above-captioned case shows that, as of the date of this notice, you are not represented by counsel in this matter. You are hereby notified that unless new counsel enters his/her appearance in this case within fifteen (15) days after service upon you of this notice, your lack of counsel shall not be grounds for postponing any further proceedings concerning the case.

Without legal counsel, you face the risks of dismissal, judgment by default, and assessment of court costs against you.

This notice is being mailed to your last known address. You must inform the Clerk of any change of your address.

A handwritten signature in black ink, appearing to read "Kevin R. Tucker", is positioned above the printed name and title.

Kevin R. Tucker
Clerk of the Circuit Court

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE BARR
PLAINTIFF

v.

DAVID BARR
DEFENDANT

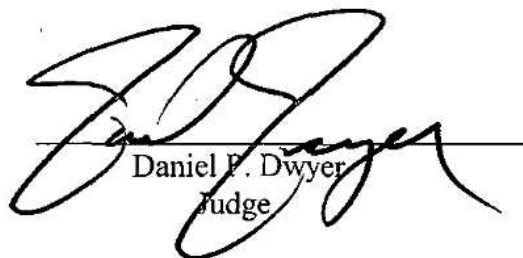
CASE NO. C-21-FM-18-928

ORDER

It is this 11/14 day of January 2019, by the Circuit Court for Washington County, Maryland;

ORDERED, that Eric B. Andrews, Esquire, is authorized to transfer the amount of \$3,000.00 from his attorney trust fund to pay himself fees as child's counsel in the above-captioned case; it is further

ORDERED, that the issue of apportionment of attorney's fees and future attorney's fees is reserved.


Daniel F. Dwyer
Judge

cc: Julie Barr
Jason Morton, Esq.
Eric Andrews, Esq.

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant
v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

*
* * * * *

AMENDED COUNTER-COMPLAINT
FOR ABSOLUTE DIVORCE
AND OTHER RELIEF

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rule 2-341, hereby submits this Counter-Complaint for Absolute Divorce and Other Relief, and in support thereof states:

COUNT I. DIVORCE

JURISDICTIONAL FACTS

1. The parties were married by a religious ceremony in Williamsport, Washington County, Maryland, on August 11, 2001.

2. Five (5) children were born to the parties as a result of the marriage, namely Jescella M. Barr born July 17, 2002; Klayton D. Barr born July 30, 2004; Aylssa L. Barr born September 13, 2008; Gabriella M. Barr born July 6, 2010; and Brantlee R. Barr born March 10, 2013 (hereinafter "the Children").

3. Both parties are adult residents of Washington County, State of Maryland, having resided there for more than one year

prior to the filing of this Complaint.

GROUND

4. On or about June 15, 2018, the parties did separate from one another. Since the aforesaid date, the parties have lived separate and apart, uninterruptedly, without any cohabitation, in separate abodes.

5. In the alternative, the Counter-Defendant did commit cruelty or treatment and excessively vicious conduct toward the Counter-Plaintiff in that her treatment of the Counter-Plaintiff made the continuation of the marital relationship impossible, if the Counter-Plaintiff was to maintain his health, safety, and self-respect. Said cruelty of treatment and excessively vicious conduct was the deliberate and final act of the Counter-Defendant; and that there is no reasonable hope or expectation of a reconciliation between the parties.

6. In the alternative, the Counter-Defendant did, without just cause or reason, commit adultery, and the Counter-Plaintiff has neither forgiven nor condoned said conduct. There is no reasonable hope or expectation of a reconciliation between the parties.

CHILDREN

7. The Children are in the shared physical care and custody of the parties, and it is in their best interests that they be placed in the Counter-Plaintiff's sole legal and primary physical

custody, with reasonable rights of visitation to the Counter-Defendant. The Counter-Plaintiff is a fit and proper person to have custody of the Children.

8. The Counter-Defendant is capable of contributing to the support of the Children.

MARITAL PROPERTY

9. The parties have tangible and intangible personal property which was acquired during the marriage and is "marital property," the same not having been acquired by inheritance or gift from a third party, and is not excluded by valid agreement nor is it directly traceable to any of these sources.

10. The Counter-plaintiff has made substantial monetary and non-monetary contributions to the wellbeing of the family throughout the parties' marriage.

FAMILY HOME AND FAMILY USE PERSONAL PROPERTY

11. The parties acquired after their marriage to each other real property located at Fairview Hill Lane, Clear Spring, Washington County, Maryland, which has been used during their marriage as their principal residence, is owned by them as tenants by the entireties, has been their family home, and is needed by the minor children to continue as their residence ("the Family Home").

12. The Family Home is encumbered by a mortgage which secures

a debt ("the First Mortgage Debt") owed to Wells Fargo ("the First Mortgage Holder") and is encumbered by a second mortgage which secures a debt ("the Second Mortgage Debt") owed to BB&T ("the Second Mortgage Holder").

13. Located within and about the family home is substantial tangible personal property which was acquired during their marriage and has been used primarily for family purposes, including furniture, furnishings, and appliances.

WHEREFORE, the Counter-Plaintiff prays:

A. That the Counter-Plaintiff be awarded a judgment of absolute, or in the alternative, limited divorce from the Counter-Defendant;

B. That he be awarded primary physical custody of the parties' minor children, both *pendente lite* and permanently, with reasonable rights of visitation granted to the Counter-Defendant;

C. That he be awarded sole legal custody of the parties' minor children;

D. That he be awarded child support for the parties' minor child, both *pendente lite* and permanently, in accordance with the Maryland Child Support Guidelines;

E. That the principal residence of the Counter-Defendant and minor children of the parties at Fairview Hill Lane, Clear Spring, Washington County, Maryland, be declared a "family home," pursuant to §§8-206, *et seq.*, of the Family Law Article of the Annotated

Code of Maryland, as amended from time to time;

F. That the Court pass an Order requiring the Counter-Defendant to pay one-half the installments on both the First Mortgage Debt and the Second Mortgage Debt on the "family home," the real property taxes, and the cost of insurance and maintenance, and similar expenses in connection with the "family home";

G. That the Counter-Plaintiff and the parties' minor children be granted use and possession of the "family home" for a period three (3) years, pursuant to §§8-205, *et seq.*, of the Family Law Article of the Annotated Code of Maryland;

H. That upon the conclusion of the use and possession period, the Court order a sale of the family home and order an equitable division of the proceeds; or in the alternative, that the Court transfer title to the "family home" (subject to the terms of any liens) to Counter-Plaintiff;

I. That the Court determine ownership of all personal and real property of the parties, to the extent that any dispute exists;

J. That the Court transfer title to any jointly-titled or Counter-Defendant-titled "family use personal property" (subject to the terms of any liens) to Counter-Plaintiff;

K. That the Court pass an order granting to Counter-Plaintiff a monetary award as an adjustment of the equities and rights of the parties;


L. That any such monetary award be reduced to a judgment in favor of the Counter-Plaintiff;

M. That the Agreement between the parties be specifically enforced, and the Counter-Defendant pay the Counter-Plaintiff's reasonable attorney's fees;

N. That the Counter-Defendant be ordered to make a contribution toward the reasonable attorney's fees incurred by the Counter-Plaintiff in this action; and

O. That Counter-Plaintiff be awarded such other and further relief as the nature of his cause may require.


David L. Barr

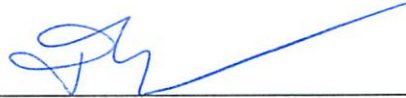

Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of January, 2019, a copy of the foregoing Amended Counter-Complaint for Absolute Divorce and Other Relief was mailed, postage prepaid, to Ms. Julie M. Barr, 14528 Fairview Hill Road, Clear Spring, Maryland

21722, pro se Plaintiff/Counter-defendant; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

JULIE MARIE BARR,
Plaintiff/Counter-
Defendant
v.
DAVID L. BARR,
Defendant/Counter-
Plaintiff

* IN THE
* CIRCUIT COURT FOR
* FOR WASHINGTON COUNTY,
* MARYLAND
* CASE NO. C-21-FM-18-000928

* * * * *

**AMENDED COUNTER-COMPLAINT
FOR ABSOLUTE DIVORCE
AND OTHER RELIEF**

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton,
his attorney, pursuant to Rule 2-341, hereby submits this Counter-
Complaint for Absolute Divorce and Other Relief, and in support
thereof states:

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COUNT I. DIVORCE

JURISDICTIONAL FACTS

1. The parties were married by a religious ceremony in Williamsport, Washington County, Maryland, on August 11, 2001.

2. Five (5) children were born to the parties as a result of the marriage, namely Jescella M. Barr born July 17, 2002; Klayton D. Barr born July 30, 2004; Aylssa L. Barr born September 13, 2008; Gabriella M. Barr born July 6, 2010; and Brantlee R. Barr born March 10, 2013 (hereinafter "the Children").

3. Both parties are adult residents of Washington County, State of Maryland, having resided there for more than one year

prior to the filing of this Complaint.

GROUND

4. On or about June 15, 2018, the parties did separate from one another. Since the aforesaid date, the parties have lived separate and apart, uninterruptedly, without any cohabitation, in separate abodes.

5. In the alternative, the Counter-Defendant did commit cruelty or treatment and excessively vicious conduct toward the Counter-Plaintiff in that her treatment of the Counter-Plaintiff made the continuation of the marital relationship impossible, if the Counter-Plaintiff was to maintain his health, safety, and self-respect. Said cruelty of treatment and excessively vicious conduct was the deliberate and final act of the Counter-Defendant; and that there is no reasonable hope or expectation of a reconciliation between the parties.

6. In the alternative, the Counter-Defendant did, without just cause or reason, commit adultery, and the Counter-Plaintiff has neither forgiven nor condoned said conduct. There is no reasonable hope or expectation of a reconciliation between the parties.

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CHILDREN

76. The Children are in the shared physical care and custody of the parties, and it is in their best interests that they be

placed in the Counter-Plaintiff's sole legal and primary physical custody, with reasonable rights of visitation to the Counter-Defendant. The Counter-Plaintiff is a fit and proper person to have custody of the Children.

87. The Counter-Defendant is capable of contributing to the support of the Children.

MARITAL PROPERTY

98. The parties have tangible and intangible personal property which was acquired during the marriage and is "marital property," the same not having been acquired by inheritance or gift from a third party, and is not excluded by valid agreement nor is it directly traceable to any of these sources.

109. The Counter-plaintiff has made substantial monetary and non-monetary contributions to the wellbeing of the family throughout the parties' marriage.

FAMILY HOME AND FAMILY USE PERSONAL PROPERTY

110. The parties acquired after their marriage to each other real property located at Fairview Hill Lane, Clear Spring, Washington County, Maryland, which has been used during their marriage as their principal residence, is owned by them as tenants by the entirety, has been their family home, and is needed by the minor children to continue as their residence ("the Family

Home").

121. The Family Home is encumbered by a mortgage which secures a debt ("the First Mortgage Debt") owed to Wells Fargo ("the First Mortgage Holder") and is encumbered by a second mortgage which secures a debt ("the Second Mortgage Debt") owed to BB&T ("the Second Mortgage Holder").

132. Located within and about the family home is substantial tangible personal property which was acquired during their marriage and has been used primarily for family purposes, including furniture, furnishings, and appliances.

WHEREFORE, the Counter-Plaintiff prays:

A. That the Counter-Plaintiff be awarded a judgment of absolute, or in the alternative, limited divorce from the Counter-Defendant;

B. That he be awarded primary physical custody of the parties' minor children, both *pendente lite* and permanently, with reasonable rights of visitation granted to the Counter-Defendant;

C. That he be awarded sole legal custody of the parties' minor children;

D. That he be awarded child support for the parties' minor child, both *pendente lite* and permanently, in accordance with the Maryland Child Support Guidelines;

E. That the principal residence of the Counter-Defendant and

minor children of the parties at Fairview Hill Lane, Clear Spring, Washington County, Maryland, be declared a "family home," pursuant to §§8-206, *et seq.*, of the Family Law Article of the Annotated Code of Maryland, as amended from time to time;

F. That the Court pass an Order requiring the Counter-Defendant to pay one-half the installments on both the First Mortgage Debt and the Second Mortgage Debt on the "family home," the real property taxes, and the cost of insurance and maintenance, and similar expenses in connection with the "family home";

G. That the Counter-Plaintiff and the parties' minor children be granted use and possession of the "family home" for a period three (3) years, pursuant to §§8-205, *et seq.*, of the Family Law Article of the Annotated Code of Maryland;

H. That upon the conclusion of the use and possession period, the Court order a sale of the family home and order an equitable division of the proceeds; or in the alternative, that the Court transfer title to the "family home" (subject to the terms of any liens) to Counter-Plaintiff;

I. That the Court determine ownership of all personal and real property of the parties, to the extent that any dispute exists;

J. That the Court transfer title to any jointly-titled or Counter-Defendant-titled "family use personal property" (subject to the terms of any liens) to Counter-Plaintiff;

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K. That the Court pass an order granting to Counter-Plaintiff a monetary award as an adjustment of the equities and rights of

the parties;

L. That any such monetary award be reduced to a judgment in favor of the Counter-Plaintiff;

M. That the Agreement between the parties be specifically enforced, and the Counter-Defendant pay the Counter-Plaintiff's reasonable attorney's fees;

N. That the Counter-Defendant be ordered to make a contribution toward the reasonable attorney's fees incurred by the Counter-Plaintiff in this action; and

O. That Counter-Plaintiff be awarded such other and further relief as the nature of his cause may require.

David L. Barr

Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
301/739-3600
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ day of January, 2019,
a copy of the foregoing Amended Counter-Complaint for Absolute
Divorce and Other Relief was mailed, postage prepaid, to Ms.
Julie M. Barr, 14528 Fairview Hill Road, Clear Spring, Maryland
21722, pro se Plaintiff/Counter-defendant; and e-served on Eric
B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at
ebalaw@verizon.net, best interest attorney and children's
privilege attorney.

Jason Morton

~~CERTIFICATE OF SERVICE~~

~~I HEREBY CERTIFY that on this _____ day of August, 2018, a copy of the foregoing Counter-complaint for Absolute Divorce was e-served on Thomas Mallon, Esquire, at tmallon@mallon-jurisprudence.com, attorney for Plaintiff, Julie M. Barr, at the Law Office of Thomas K. Mallon, LLC, 1107 Kenilworth Drive, Suite 305, Townson, Maryland; and e-served on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.~~

Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE M. BARR

*

Plaintiff

*

v.

* CASE NO. C-21-FM-18-000928

DAVID L. BARR

*

Defendant

*

* * * * *

NOTICE OF SERVICE OF DISCOVERY MATERIALS

I HEREBY CERTIFY that on this 22nd day of January, 2019, I mailed, postage prepaid, a copy of Defendant's First Request for Admissions of Fact and Genuineness of Documents to Julie M. Barr, Plaintiff at 14528 Fairview Hill Road, Clear Spring, Maryland 21722 and served a copy via email to Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B ANDREWS, at ebalaw@verizon.net, Best interest attorney and children's privilege attorney.

I further certify that I will retain the original pleadings until this matter is concluded, the time for appeals exhausted, and any appeal noted ruled upon.



Jason Morton, Esquire
SALVATORE & MORTON, LLC
82 West Washington Street,
Suite 100
Hagerstown, Maryland 21740
Phone: 301-739-3600
Fax: 301-797-6065
jmorton@salvatoremorton.com
CPF #9412140253

Attorney for Defendant, David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of January, 2019 a copy of this Notice of Service of Discovery Materials was mailed, postage prepaid, to Julie M. Barr at 14528 Fairview Hill Road, Clear Spring, Maryland 21722 and was e-served via the MDEC Filing System to Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, best interest attorney and children's privilege attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

DAVID LYNN BARR

Plaintiff

vs.

JULIE MARIE BARR

Defendant

*
*
*
*
*
*
*
*
*

CASE NO: C-21-FM-18-000928

NOTICE OF APPEARANCE

MR. CLERK:

Please enter the appearance of Lewis C. Metzner and Metzner & Houpt as counsel on behalf of the Defendant, Julie Marie Barr, in the above captioned matter.

/s/ Lewis C. Metzner

Lewis C. Metzner, Esquire

CPF#: 7712010244

Metzner & Houpt

82 West Washington Street, Ste. 400

Hagerstown, Maryland 21740

(301) 739-7400 Telephone

(301) 790-3105 Facsimile

MDEC E Serve: kelly@mhlawmd.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Notice of Appearance was served via electronically through MDEC to Jason Morton, Esquire on this 25th day of January, 2019.

/s/ Lewis C. Metzner

Lewis C. Metzner

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

* * * * *

ORDER

Having considered David L. Barr's Second Motion for Order Compelling Discovery, and any response thereto, it is hereby this
by the Circuit Court for
Washington County, Maryland

ORDERED that Julie M. Barr, Plaintiff/Counter-defendant, be and hereby is directed to serve by the 18th day of February, 2019, on counsel for David L. Barr, Defendant/Counter-plaintiff the following: (1) full and complete Answers to David L. Barr's First Set of Interrogatories (specifically Interrogatory nos. 5, 9, 11, 12, 14, 15, 16, 17, 19, and 23, and correcting the deficiencies noted in the Defendant's Second Motion for Order Compelling Discovery); and (2) a response to David L. Barr's First Request for Production of Documents and all responsive documents labeled to correspond with the categories in each request; and it is further

ORDERED that Julie M. Barr, Plaintiff/Counter-defendant, shall pay reasonable attorney's fees and expenses in the amount of \$ 450.00 to counsel for David L. Barr within 10 days of the date of this Order.

Entered: Clerk, Circuit Court for
Washington County, MD
February 8, 2019



Dana Moylan
Wright

02/07/2019 04:27:24 PM

JUDGE

cc: Jason Morton
Ms. Julie M. Barr, *pro se* Plaintiff/Counter-defendant
Eric B. Andrews

JULIE MARIE BARR,	* IN THE
Plaintiff/Counter-	* CIRCUIT COURT FOR
Defendant	* FOR WASHINGTON COUNTY,
v.	* MARYLAND
DAVID L. BARR,	* CASE NO. C-21-FM-18-000928
Defendant/Counter-	*
Plaintiff	

* * * * *

SECOND MOTION FOR SANCTIONS

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rule 2-433(b) of the Maryland Rules, requests that the Court direct that Julie M. Barr, Plaintiff/Counter-Defendant, be prohibited from supporting or opposing any claims or defenses in this action, and prohibit her from introducing evidence in this action at the Merits Hearing of this action, and for reasons states:

1. On January 15, 2019, the Defendant filed his Second Motion for Order Compelling Discovery ("the Motion.")
2. The Plaintiff failed to file a response to the Motion.
3. On February 7, 2019, the Court ordered the Plaintiff to respond to the Defendant's First Request for Production of Documents (including all responsive documents) and answer certain interrogatories contained in the First Set of Interrogatories on or before February 18, 2019. The Court also ordered Plaintiff to pay Defendant's reasonable attorneys fees

in the amount of \$425 on or before February 17, 2019. The Plaintiff has yet to pay the attorney's fees.

4. To date, the Plaintiff has yet to serve a **response** to the Request for Production of Documents. The Plaintiff has yet to serve answers to the Interrogatories which she was specifically directed to answer. The Plaintiff has yet to pay the Defendant's attorney's fees.

5. In a meeting of undersigned counsel, Plaintiff's counsel and the Best Interest Attorney on the morning of February 22, 2019, Plaintiff's counsel said that all of the responsive documents were in his office and labeled. He said that a Response to Request for Production of Documents had not been served and that answers to Interrogatories had not been served. When undersigned counsel went to Plaintiff's counsel's office to review said documents at 1:30 on February 22, 2019, the office was locked and no one answered the door.

6. A Merits Hearing is scheduled for March 6 and 7, 2019. The pending issues are custody, visitation, child support, alimony and use and possession of the family home, a monetary award, and attorney's fees for the parties' respective counsel as well as the Best Interest Attorney for the Children.

7. In addition, the Defendant has yet to provide **any pay stubs** from her current employment, even though she has been working since August, 2018, and even though undersigned counsel

has specifically requested them in writing on no fewer than three (3) occasions, in addition to Request no. 9 of the Defendant's First Request for Production of Documents, which seeks "All pay stubs or other records of wages from your employer which were created or received since January 1, 2018."

8. The production of pay stubs is relevant to the issues of child support, alimony, use and possession of the marital home, a monetary award, attorney's fees for the Best Interest Attorney, and the parties' respective requests for awards of attorney's fees from each other.

9. The discovery which Plaintiff has failed to provide relates to the issues in controversy in this action, including custody, visitation, child support, attorney's fees, a monetary award, and use and possession of the marital home.

10. Rule 2-433 of the Maryland Rules provides that where Court finds a total failure to provide discovery, it may enter an order refusing to allow the failing party to support or oppose designated claims.

11. "Maryland law is well settled that a trial court has broad discretion to fashion a remedy based upon a party's failure to abide by the rules of discovery." *Warehime v. Dell*, 124 Md.App. 31, 43 (1998) (quoting *Bartholomee v. Casey*, 103 Md.App. 34, 48 (1994), cert. denied, 338 Md. 557, 659 A.2d 1293 (1995)).

12. The purpose of discovery is to "eliminate, as far as possible, the necessity of any party to litigation going to trial in a confused or muddled state of mind, concerning the facts that give rise to the litigation." *Warehime* at 48 (quoting *Baltimore Transit Co. v. Mezzanotti*, 227 Md. 8, 13 (1961)).

13. In the divorce action of *Beck v. Beck*, 112 Md. App. 197, 210 (1996), the Court of Special Appeals held that a trial court has "very broad discretion" in determining how and whether to impose sanctions in a discovery dispute and that the discovery abuses need not be "willful or contumacious behavior."

14. Although the Plaintiff initiated this action, she has not filed a responsive pleading to the Defendant's counter-complaint or amended counter-complaint, and she has failed almost entirely to provide any discovery responses which support her position. It is unfair for her to raise issues and then refuse to divulge the documents, evidence, facts, and witnesses which support her claim, particularly since these discovery requests were served on her nearly six (6) months ago.¹

15. Without the benefit of Plaintiff's responses to these discovery requests, the Defendant will be unfairly limited in

¹As noted in the Defendant's two Motions for Order Compelling Discovery, Julie M. Barr's counsel did provide undersigned counsel with a thumb drive containing a number of documents at the Scheduling Conference in this action on August 30, 2018. However, the documents produced were not labeled "to correspond with the categories in the request," as required by Rule 2-422(c). The documents were almost entirely financial in nature and did not bear upon the issues of custody and visitation.

his ability to oppose her position at the Merits Hearing.

16. Given Plaintiff's extended and willful failure to abide by the rules of discovery, she should be prohibited from entering into evidence any documents in support of her own claims or in opposition to the Defendant's claims in this action.

17. Counsel for the Defendant has spent 0.9 hours at the rate of \$250 per hour in preparing this Motion and Order.

WHEREFORE, Plaintiff requests that this Court enter an order prohibiting Julie M. Barr, Plaintiff/Counter-defendant, from supporting or opposing any claims or defenses in this action and prohibiting her from introducing evidence at the Merits Hearing of this action; and to pay Defendant's reasonable attorney's fees and expenses incurred in obtaining this Order.



Jason Morton
SALVATORE & MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant/
Counter-plaintiff
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of February, 2019, a copy of the foregoing Second Motion for Sanctions was e-served via the MDEC Filing System on Lewis C. Metzner, Esquire, LAW OFFICES OF METZNER AND HOUPPT at kelly@mhlawmd.com, Attorney for Plaintiff/Counter Defendant and e-served via the MDEC Filing System on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, Best Interest Attorney and Children's Privilege Attorney.



Jason Morton

JULIE MARIE BARR,	* IN THE
Plaintiff/Counter-	* CIRCUIT COURT FOR
Defendant	* FOR WASHINGTON COUNTY,
v.	* MARYLAND
DAVID L. BARR,	* CASE NO. C-21-FM-18-000928
Defendant/Counter-	*
Plaintiff	

* * * * *

MOTION TO SHORTEN TIME

David L. Barr, Defendant/Counter-plaintiff, by Jason Morton, his attorney, pursuant to Rule 1-204(a) of the Maryland Rules, moves to shorten time for responding to the Motion for Sanctions, which is being filed simultaneously with this Motion and for reasons states:

1. A Merits Hearing is scheduled for March 6 and 7, 2019. The pending claims are custody, visitation, child support, alimony, use and possession of the Family Home, a monetary award, attorney's fees for the Best Interest Attorney, and the parties' respective requests for awards of attorney's fees from each other.

2. Contemporaneously with this Motion, the Defendant is filing a Second Motion for Sanctions based on the Plaintiff's failure to provide any discovery responses, even after the issuance of an order compelling discovery on February 7, 2019.

3. If the time for Plaintiff to file a response to the Defendant's Motion for Sanctions is not shortened, the response

will not be due until after the Merits Hearing.

4. The Plaintiff will not be prejudiced by the shortening of time to respond to the Motion for Sanctions. No legal research or other time-consuming preparation should be required for a response.

WHEREFORE, Defendant requests that the time for responding to the Second Motion for Sanctions in this action be shortened and that the Plaintiff be required to file any response on or before February 26, 2019 at 5:00 p.m.



Jason Morton
LAW OFFICES OF SALVATORE &
MORTON, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
Phone: 301/739-3600
Fax: 301/797-6065
jmorton@salvatoremorton.com
CPF#9412140253

Attorney for Defendant/
Counter Plaintiff,
David L. Barr

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of February, 2019, a copy of the foregoing Motion to Shorten Time was e-served via the MDEC Filing System on Lewis C. Metzner, Esquire, LAW OFFICES OF METZNER AND HOUPPT at kelly@mhlawmd.com, Attorney for Plaintiff/Counter Defendant and e-served via the MDEC Filing System on Eric B. Andrews, Esquire, LAW OFFICES OF ERIC B. ANDREWS, at ebalaw@verizon.net, Best Interest Attorney and Children's Privilege Attorney.



Jason Morton

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR

Plaintiff/Counter-Defendant

vs.

DAVID L. BARR

Defendant/Counter-Plaintiff

*
*
*
*
*
*
*
*

CASE NO: C-21-FM-18-000928

ANSWER TO SECOND MOTION FOR SANCTIONS

Julie Marie Barr, Plaintiff/Counter-Defendant, by and through counsel, Lewis C. Metzner and Metzner & Houpt, hereby files Answer to Second Motion for Sanctions and states for good cause as follows:

1. In answering this Second Motion for Sanctions, counsel for your Respondent would state that it is moot. Discovery has been provided as of the filing of this Answer to Second Motion for Sanctions.

2. Further answering said Motion, counsel for your Respondent states that during the meeting of undersigned counsel as noted in Attorney Morton's Motion, counsel specifically advised Attorney Morton that he was able to have review the documents in response to the request and also to receive a copy of the Respondent's handwritten answers to the interrogatories in question. Counsel advised Attorney Morton that the documents were numbered and spread neatly on his conference table for review. It was Attorney Morton's position that because those responses would not be in written form, he would file a motion for sanctions. Further answering, counsel cannot admit or deny whether Attorney Morton came to his office on February 22, 2019 at 1:30 p.m. as it was counsel's understanding that a review of the documents would not be appropriate unless in written form.

WHEREFORE, your Respondent having fully complied with the discovery requests and this motion hereby being moot, she requests:

- A. That this Motion be dismissed;
- B. That such other and further relief be granted as the nature of her cause may require.

/s/ Lewis C. Metzner
Lewis C. Metzner, Esquire
CPF#: 7712010244
Metzner & Houpt
82 West Washington Street, Ste. 400
Hagerstown, Maryland 21740
(301) 739-7400 Telephone
(301) 790-3105 Facsimile
MDEC EFile: kelly@mhlawmd.com
Attorneys for Plaintiff/Counter-Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer to Second Motion for Sanctions were HAND DELIVERED to Jason Morton, Esquire this 25th day of February, 2019.

/s/ Lewis C. Metzner
Lewis C. Metzner, Esquire

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR

Plaintiff/Counter-Defendant

vs.

DAVID L. BARR

Defendant/Counter-Plaintiff

*
*
*
*
*
*
*
*

CASE NO: C-21-FM-18-000928

CERTIFICATE OF NOTICE OF DISCOVERY

I hereby certify that on this 25th day of February, 2019, Answers to Interrogatories, Answers to Requests for Productions of Documents, Response to Requests for Admissions of Fact and a copy of this Notice were HAND DELIVERED to Jason Morton, Esquire and that I will retain the original of these documents in my possession, without alternation, until this case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided.

/s/ Lewis C. Metzner

Lewis C. Metzner, Esquire
Metzner & Houpt
82 West Washington Street, Suite 400
Hagerstown, Maryland 21740
(301)-739-7400 Telephone
(301) 790-3105 Facsimile
MDEC E File: kelly@mhlawmd.com
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer to Defendant's First Request for Admissions of Fact and Genuineness of Documents were HAND DELIVERED to Jason Morton, Esquire this 25th day of February, 2019.

/s/ Lewis C. Metzner

Lewis C. Metzner, Esquire

JULIE MARIE BARR,

Plaintiff/Counter-
Defendant

v.

DAVID L. BARR,

Defendant/Counter-
Plaintiff

* IN THE

* CIRCUIT COURT FOR

* FOR WASHINGTON COUNTY,

* MARYLAND

* CASE NO. C-21-FM-18-000928

*

* * * * *

ORDER SHORTENING TIME

Having considered David L. Barr's Motion to Shorten Time, and
any response thereto, it is hereby this 26th of February, 2019
by the Circuit Court for Washington County, Maryland
ORDERED that Julie M. Barr, Plaintiff/Counter-defendant's
time to file a response to the Defendant's Second Motion for
Sanctions is shortened to the 28th day of February, 2019 at
4:30 p.m.


JUDGE Mark K. Boyer

cc: Jason Morton
Lewis C. Metzner
Eric B. Andrews

Entered: Clerk, Circuit Court for
Washington County, MD
February 27, 2019



Extended Learning Center, Inc. ®
PO BOX 3804
Paso Robles, CA 93447-3804
(866) 504-2883

CERTIFICATE OF COMPLETION

This certifies that

David Barr

has successfully completed the

6 Hour - Co-Parenting / Divorce Class

I certify under penalty of perjury that the foregoing is true & correct.

.....
(parent signature)

Date of Registration	Feb 25, 2019
Date of Completion	Mar 05, 2019
Court Case Number	
District	Washington, Maryland
Administrator	OnlineParentingPrograms
Certificate	OPP_40329678
Delivery Type	Electronic

IMPORTANT NOTIFICATION

This is your official Certificate of Completion. Submit this certificate to your attorney or the judge assigned to your case. Only official copies will be accepted.

Michelle R. Muncy
Education and Planning



VERIFICATION URL

<https://www.onlineparentingprograms.com/view-certificate/5c7470fcec372.html>

Entered: Clerk, Circuit Court for
Washington County, MD
March 7, 2019

ORDERED that the Settlement Agreement, dated March 6, 2019, (hereinafter referred to as the "Agreement"), a copy of which admitted in these proceedings as Plaintiff's Exhibit 1 under seal and as a permanent part of this file, be and is hereby approved and by reference made a part of and incorporated in this Judgment, to the extent of the jurisdiction of this Court, as if fully set forth herein, but not merged herein; and it is further

ORDERED that the parties shall have joint legal custody of Jesscella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, all five children are referred to as "the Children;" Jesscella and Klayton are referred to as "the Older Children;" and Alyssalyn, Gabriela and Brantlee are referred to as "the Younger Children"). The parties shall keep one another fully-informed regarding the health, education, religious upbringing and general welfare of the Children, and except in the event of an emergency, no significant decision regarding any of the children shall be made prior to the matter being thoroughly discussed between the parties. David L. Barr shall have final tie-breaking decision-authority in the event of a *bona fide* dispute as to any legal custody matter, including but not limited to health, medical care, education and/or religious upbringing;

and it is further

ORDERED that David L. Barr shall have primary physical custody of Jesscella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04. Visitation between Julie M. Barr and the Older Children shall be at such times and places, and under such conditions, as she and the Older Children so agree; and it is further

ORDERED that parties shall have joint physical custody of Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13. Specifically, the Younger Children shall be with one party for a full week at a time, beginning each Monday at the conclusion of school (or at 4:00 p.m. if the Younger Children are not in school that day). On Wednesday of each week, the party who does not have the Younger Children shall be entitled to a supper visit by picking the Younger Children up at school (or from the other party at 4:00 p.m., if school is not in session), and returning them to the other party at 7:00 p.m. The week-on/week-off access shall begin with David L. Barr having the Younger Children beginning at 4:00 p.m. on Monday, March 11, 2019, and Wife having the week beginning Monday, March 18, 2019; and it is further

ORDERED that each party shall be entitled to attend any and all of the Children's sports, school and/or extracurricular activities, regardless of during which party's time such events

occur; and it is further

ORDERED that the parties shall alternate the following major holidays as to the Younger Children: New Year's Day, Easter Day (with Julie M. Barr to have Easter Day, 2019), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All holidays shall be from 9:00 a.m. until 5:00 p.m., **except** that Independence Day shall conclude after fireworks; Christmas Eve/Christmas shall be shared in three segments as follows: from 10:00 a.m. on 12/24 until 9:00 p.m. on 12/24 (with David L. Barr to have 2019) - then the other party shall have 12/24 at 9:00 p.m. until 12/25 at 4:00 p.m. (with Julie M. Barr to have 2019) - then the other party shall have from 4:00 p.m.. on 12/25 until 10:00 a.m. on 12/26 (with David L. Barr to have 2019); and it is further

ORDERED that David L. Barr shall be entitled to have the Children with him on every Father's Day. Wife shall be entitled to have the Younger Children with her on every Mother's Day. Both holidays shall be from 9:00 a.m. until 5:00 p.m.; and it is further

ORDERED that neither party shall have an obligation of child support at this time, given that David L. Barr's ongoing financial obligations in accordance with the Agreement. Upon the sale of the Marital Home, the parties shall promptly exchange all financial documentation (pay stubs, health

insurance costs, extraordinary medical expenses, etc.) as shall be necessary to calculate child support in accordance with the Maryland Child Support Guidelines. In the event that the parties cannot agree on a child support figure, if any is appropriate, they shall submit their dispute to this Court; and it is further

ORDERED, that the parties shall present to this Court a separate order regarding the assignment and transfer to Julie M. Barr a share from David L. Barr's interest in the 401(k) Plan through his employer, as set forth in Paragraph 7 of the Agreement, under such terms and conditions that the Order qualifies as a Qualified Domestic Relations Order ("QDRO"), as defined in I.R.C. §414(p), and the regulations promulgated thereunder, as may from time to time be amended (hereinafter collectively referred to as the "Code"); and it is further

ORDERED, that jurisdiction is hereby reserved for the receipt, entry, alteration, and/or amendment by this Court of the QDRO so as to effectuate the intent of the parties as expressed in the Agreement; in addition, this Court retains jurisdiction and power to amend this Judgment of Absolute Divorce QDRO for the purpose of bringing into compliance this Judgment, the Agreement and the QDRO with any federal and/or

state laws and/or to effectuate the intent of the parties; and it is further

ORDERED, that David L. Barr shall not perform any act which would diminish the value of Julie M. Barr's interest in the 401(k) Plan; and it is further

ORDERED that Julie M. Barr shall be fully responsible for the preparation of the QDRO, which shall be subject to David L. Barr's approval, with such approval not to be unreasonably withheld; and it is further

ORDERED that neither party shall be entitled to a monetary award or an award of attorney's fees from the other; and it is further

ORDERED that Eric B. Andrews' reasonable attorney's fees in the amount of \$7220 shall be paid in equal proportion by the parties immediately upon the sale of the Marital Home, if not earlier, in accordance with the Agreement; and it is further

ORDERED that the Plaintiff shall be restored to the use of her maiden name, Julie Marie Barr-Foltz, said restoration not being for any illegal, immoral or fraudulent purpose.

03/07/2019 10:26:42 AM



Judge Daniel P. Dwyer

Cc: Jason Morton
Lewis C. Metzner
Eric B. Andrews



CIRCUIT COURT FOR _____, MARYLAND

City/County

Located at _____

Court Address

Case No. C-21-FM-18-000928

Julie Barr-Foltz
Plaintiff

vs.

David Barr
Defendant

13808 Edgemont Rd
Street Address

304-995-5509

Smithsburg MD 21783
City, State, Zip

240-818-8188
Telephone

12735 Pictonville Rd
Street Address

Big Pool Md 21711
City, State, Zip

240-343-0524
Telephone

PETITION FOR CONTEMPT

(Md. Rules 2-648, 15-206, and 15-207)

NOTE: If the court issues a show cause order, you must provide the other party with the show cause order, a copy of this petition, and other documents filed with the court. This is called service of process, and there are strict rules about how copies must be served. For information on service of process, see General Instructions for Family and Guardianship Forms (CC-DRIN).

Do **NOT** use this form for a violation of a protective order. Instead, use Petition for Contempt (Violation of Protective Order) (CC-DC-DV-007).

I, Julie Barr-Foltz, state that:
Name

1. On 3/17/2021 the Circuit Court for Washington County issued an order in case
Date City/County
number, C-21-FM-18-000928, granting me joint physical custody of
Alyssalyn Barr, Gabriella Barr, and Brantley Barr

2. ☐ A copy of the order is attached.

3. David Barr has failed to obey the order by doing or failing to do the following:
Name Wednesday Night Dinner every other week until 7pm

Text and Verbal agreement About a little extra time because week of March 8th - 13 David went on vacation and he didn't take children. He had them Tuesday the 16th and dinner night the 17th and circumstances changed on Tuesday I and is, therefore, in contempt of the order. texted him wanting childred at normal time on Wednesday night at 7pm he said he did have to come to Sheetz for drop off. Didn't

4. I ☐ do ☐ do not want the court to order jail time to enforce its order. Show for exchange of childred

FOR THESE REASONS, I request the court issue a Show Cause Order, find

David Barr in contempt, and order any other appropriate relief including:
Name

3/18/2021 **FILED**
Date

2021 MAR 18 A 9:57

KEVIN R. TUCKER, CLERK

BY: _____

Julie Barr-Foltz
Signature

Julie Barr-Foltz
Printed Name

13808 Edgemont Rd
Address

W Smithsburg MD 21783
City, State, Zip

304-995-5509 301-223-9450
Telephone Number

juliemarie32482@gmail.com
E-mail

Fax

24 SUMMIT AVENUE
HAGERSTOWN, MD 21740
301-733-8660
MD RELAY SERVICE 711



CIVIL	301-790-4972
FAX	301-791-0507
CRIMINAL	301-790-7941
FAX	301-766-7270
LAND RECORDS	301-790-7413
FAX	301-766-7273
RECORDING/LICENSING/JURY	301-790-7991
FAX	301-791-1151

BY: _____



CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

24 Summit Avenue

Hagerstown, Maryland 21740

Civil/Family/Juvenile: 301-790-4972 Criminal: 301-790-7941 General: 301-733-8660 Assignment: 240-313-2540

Maryland Relay Service: 711 Fax Civil/Family/Juvenile: 301-791-0507

Case Number:

C-21-FM-18-000928

Other Reference Numbers:

JULIE BARR VS. DAVID BARR

ORDER

Upon consideration of the Petition for Contempt, and the facts which are incorporated by reference therein, this Court ORDERS

the Petition is denied. with the cryptic description it is not clear what Petitioner alleges was a violation of the Court Order. Petitioner may refile but should be specific about what the order requires and what the alleged violations consist of.

03/24/2021 5:20:06 PM

Date

Judge

**Dana Moylan
Wright**

**A HEARING WILL BE SCHEDULED UPON
THE REQUEST OF EITHER PARTY**

cc: Plaintiff

TO THE PERSON ALLEGED TO BE IN CONTEMPT OF COURT AND FOR WHOM JAIL HAS BEEN REQUESTED:

1. It is alleged that you have disobeyed a court order, are in contempt of court, and should go to jail until you obey the Court's order.
2. You have the right to have a lawyer. If you already have a lawyer, you should consult the lawyer at once. If you do not now have a lawyer, please note:
 - (a) A lawyer can be helpful to you by:
 - (1) explaining the allegations against you;
 - (2) helping you determine and present any defense to those allegations;
 - (3) explaining to you the possible outcomes; and
 - (4) helping you at the hearing.
 - (b) Even if you do not plan to contest that you are in contempt of court, a lawyer can be helpful.
 - (c) If you want a lawyer but do not have the money to hire one, the Public Defender may provide a lawyer for you. You must contact the Public Defender at least 10 business days before the date of the hearing. The court clerk will tell you how to contact the Public Defender or you may look in a telephone directory.
 - (d) If you want a lawyer but you cannot get one and the Public Defender will not provide one for you, contact the court clerk as soon as possible.
 - (e) DO NOT WAIT UNTIL THE DATE OF YOUR HEARING TO GET A LAWYER. If you do not have a lawyer before the hearing date, the court may find that you have waived your right to a lawyer, and the hearing may be held with you unrepresented by a lawyer.
3. IF YOU DO NOT APPEAR FOR THE HEARING, YOU MAY BE SUBJECT TO ARREST.

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to the hearing date. Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

KEVIN R. TUCKER

CLERK OF CIRCUIT COURT
FOR WASHINGTON COUNTY

24 SUMMIT AVENUE
HAGERSTOWN, MD 21740
301-733-8660
MD RELAY SERVICE 711



DEPARTMENTS

CIVIL	301-790-4972
FAX	301-791-0507
CRIMINAL	301-790-7941
FAX	301-766-7270
LAND RECORDS	301-790-7413
FAX	301-766-7273
RECORDING/LICENSING/JURY	301-790-7991
FAX	301-791-1151

Case#: C-21-FM-18-000928

SERVICE INSTRUCTIONS:

Please review the options below and check one:

Private Process

☒ ***Mail Summons to the Requestor***

Washington County MD Sheriff:

for use with cases WITHOUT a Request for Waiver only

_____ \$60.00 service fee by Cash, Check or Money Order is attached

(made payable to Clerk of the Circuit Court)

12-6-22

Date

David L. Barr

Print Name (Party- PLT / DEF)

[Signature]

Signature

FILED

2022 DEC -6 P 12:47

KEVIN R. TUCKER, CLERK

BY: _____

- CLERK USE ONLY -

_____ Fee Collected through File & Serve

Clerk's Initials _____

_____ Fee Collected by Clerk of Court ¹

Clerk's Initials _____

¹ CLERK USE CODE 1821 TO ADD FEE TO INVOICE FOR PAYMENT

Odyssey Event: LINE Comment: Service Instructions Scan to event

REVISED: 10.01.2022

☐ Mark this box if this form contains Restricted Information.



CIRCUIT COURT FOR Hagerstown / Washington, MARYLAND
City/County

Located at _____ Telephone _____
Court Address Case No. C-21-FM-18-000928

David Barr
Plaintiff 1

12729 Pecktonville Rd
Street Address

Big Pool Md 21711 210-343-0524
City, State, Zip Telephone

dbarr81@icloud.com
E-mail

Julie Kinna
vs. Defendant 1

28 Stephanics Pl
Street Address

Falling Waters Wv 304-995-5509
City, State, Zip Telephone

E-mail

Plaintiff 2

Street Address

City, State, Zip

E-mail

Defendant 2

Street Address

City, State, Zip

E-mail

PETITION TO MODIFY ☒ CUSTODY ☐ VISITATION (CHILD ACCESS)
(Md. Code, Family Law Art., § 1-201)

MDEC counties only: If this submission contains Restricted Information (confidential by statute, rule or court order) you must file a Notice Regarding Restricted Information Pursuant to Rule 20-201.1 (form MDJ-008) with this submission, and check the Restricted Information box on this form.

NOTE: Use this form if you are a party in a court order for child custody or visitation (child access) and you want the court to change it. If you need a copy of that order, ask a court clerk. Attach a completed Civil Domestic Case Information Report (CC-DCM-001). You must "serve" the other party(ies) with a copy of this paperwork. See General Instructions (CC-DRIN) for information on service of process, filing fees, and other topics. Also see Maryland Parenting Plan Instructions (CC-DRIN-109) and Maryland Parenting Plan Tool (CC-DR-109). Visit mdcourts.gov/custody and mdcourts.gov/parentingplans.

I/We, David Barr, state that:
Your name(s)

1. I am/We are the ☐ mother ☒ father ☐ _____
Relationship (for example, aunt, grandfather, guardian)
- of the following minor child(ren):

Name(s)	Date(s) of birth
Jesscella Barr	7/17/02
Klayton Barr	7-30-09
Alyssalyn Barr	9-13-08
Gabriella Barr	7-6-10
Brantlee Barr	3-10-13

Case No. C-21-FM-18-000928

2. On 3/6/2019 the Circuit Court for Hagerstown / Washington
Date of most recent court order City/County
 issued an order in case number C-21-FM-18-000928, granting custody of the child(ren) to

50/50 physical + legal custody to Alyssalyn, Brantice Gabriella, and visitation to
Name(s) of person(s) with custody and relationship to child(ren)

David has tie break authority - Jessica & Klayton - primary physical with
Name(s) of person(s) with visitation and relationship to child(ren)

3. Since the most recent court order, circumstances have changed and the order is no longer in the best interest of the child(ren) because:

of continued mental and physical abuse. MOTHER ABANDONED THE 1st YEAR OLD AT THE HOSPITAL. I HAVE HAD THE 1st WITH ME SINCE THEN. ALL THREE OF THE CHILDREN ARE IN DANGER AT THEIR MOTHERS.

4. I/We know of the following cases, or I/we have been involved (as a party, witness, etc.) in the following cases about me/us, the other party(ies), or the child(ren). Include cases such as custody, child support, guardianship, domestic violence/protective order, paternity, divorce, visitation (child access), CINA, delinquency, termination of parental rights, adoption or other cases.

Court	Case No.	Kind of Case	Year Filed	Result or Status (if you know)
		Child support	2022	

Attach the most recent court order for these cases.

FOR THESE REASONS, I/we request the court change custody and/or visitation (child access) as follows (state the changes you are requesting):

FULL LEGAL AND PHYSICAL CUSTODY OF MY THREE MINOR CHILDREN WITH MOTHER HAVING SUPERVISED VISITATION AFTER FAMILY REUNIFICATION COUNSELING.

and order any other appropriate relief.

Case No. C-21-FM-18-000928

☒ I/We also request a change in the current child support order.

If parents' combined gross monthly income (before taxes/not take home pay) is \$30,000 or less, attach Financial Statement (Child Support Guidelines) (CC-DR-030); if combined gross monthly income is more than \$30,000, attach Financial Statement (General) (CC-DR-031).

I/We solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my/our knowledge, information, and belief.

L 12-6-22
Date

[Signature]
Signature

Printed Name

Address

City, State, Zip

Telephone Number

E-mail

Fax

Date

Signature

Printed Name

Address

City, State, Zip

Telephone Number

E-mail

Fax

☐ Mark this box if this form contains Restricted Information.



CIRCUIT COURT FOR Hagerstown, Washington, MARYLAND
City/County

Located at _____

Court Address _____

Telephone _____

Case No C-21-FM-18-000928

Julie Kinna

Plaintiff 1

28 Stephanie's Place

Street Address

Falling Waters Wv 304-995-5509

City, State, Zip

Telephone

E-mail _____

David Barr

vs. Defendant 1

15651 National Pike

Street Address

Hagerstown Md 21740 240-343-0508

City, State, Zip

Telephone

E-mail dbarr81@icloud.com

Plaintiff 2

Street Address _____

City, State, Zip _____

Telephone _____

E-mail _____

Defendant 2

Street Address _____

City, State, Zip _____

Telephone _____

E-mail _____

PETITION TO MODIFY ☒ CUSTODY ☒ VISITATION (CHILD ACCESS)

(Md. Code, Family Law Art., § 1-201)

MDEC counties only: If this submission contains Restricted Information (confidential by statute, rule or court order) you must file a Notice Regarding Restricted Information Pursuant to Rule 20-201.1 (form MDJ-008) with this submission, and check the Restricted Information box on this form.

NOTE: Use this form if you are a party in a court order for child custody or visitation (child access) and you want the court to change it. If you need a copy of that order, ask a court clerk. Attach a completed Civil Domestic Case Information Report (CC-DCM-001). You must "serve" the other party(ies) with a copy of this paperwork. See General Instructions (CC-DRIN) for information on service of process, filing fees, and other topics. Also see Maryland Parenting Plan Instructions (CC-DRIN-109) and Maryland Parenting Plan Tool (CC-DR-109). Visit mdcourts.gov/custody and mdcourts.gov/parentingplans.

I/We, David Barr, state that:
Your name(s)

1. I am/We are the ☐ mother ☒ father ☐

Relationship (for example, aunt, grandfather, guardian)

of the following minor child(ren):

Name(s)	FILED Date(s) of birth
<u>Alyssalyn Barr</u>	<u>9-13-08</u>
<u>Gabricella Barr</u>	<u>7-6-10</u>
<u>Brantlee Barr</u>	<u>3-17-13</u>
	BY: _____

Case No. 21-FM-18-000928

2. On 3-6-19 the Circuit Court for Washington
Date of most recent court order City/County
 issued an order in case number 21-FM-21-00496, granting custody of the child(ren) to
David Barr & Julie Kinna and visitation to
Name(s) of person(s) with custody and relationship to child(ren)
David Barr & Julie Kinna
Name(s) of person(s) with visitation and relationship to child(ren)

3. Since the most recent court order, circumstances have changed and the order is no longer in the best interest of the child(ren) because:

Physical abuse continues in the home of Julie Kinna currently kids are removed from moms custody on a safety plan by the order of Berkeley county WV. CPS. There has been extensive history of physical and mental abuse in the past in MD, and now continues in WV

4. I/We know of the following cases, or I/we have been involved (as a party, witness, etc.) in the following cases about me/us, the other party(ies), or the child(ren). Include cases such as custody, child support, guardianship, domestic violence/protective order, paternity, divorce, visitation (child access), CINA, delinquency, termination of parental rights, adoption or other cases.

Court	Case No.	Kind of Case	Year Filed	Result or Status (if you know)
Washington	21-FM-21-00496	child sup.	2021	

Attach the most recent court order for these cases.

FOR THESE REASONS, I/we request the court change custody and/or visitation (child access) as follows (state the changes you are requesting):

I request that I, David Barr have full ~~custody~~ physical custody of all 3 children. Alyssalyn has already been fully in my care for the past 2 years. Visitation will be as children see fit depending on mothers abusive behavior changes. There are 2 older (now adult children) that were given this same custody arrangement in 2019 because of physical abuse at that time to them

and order any other appropriate relief.

9-5-18

POMNS
POMOS

Case No. C-21-FM-18-000928

☒ I/We also request a change in the current child support order.

If parents' combined gross monthly income (before taxes/not take home pay) is \$30,000 or less, attach Financial Statement (Child Support Guidelines) (CC-DR-030); if combined gross monthly income is more than \$30,000, attach Financial Statement (General) (CC-DR-031).

I/We solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my/our knowledge, information, and belief.

7-25-24

Date

David Barr

Signature

David Barr

Printed Name

15651 National Pike

Address

Hagerstown, Md 21740

City, State, Zip

240-343-0524

Telephone Number

dbarr81@icloud.com

E-mail

Fax

Date

Signature

Printed Name

Address

City, State, Zip

Telephone Number

E-mail

Fax



**Circuit Court FOR WASHINGTON COUNTY,
MARYLAND**

24 Summit Avenue, Hagerstown, Maryland, 21740

Civil/Family/Juvenile: 301-790-4972
Criminal: 301-790-7941
General: 301-733-8660
Assignment: 240-313-2540
Maryland Relay Service: 711
Fax Civil/Family/Juvenile: 301-791-0507

To: JULIE KINNA
28 STEPHANIE PL
FALLING WATERS, WV 25419

Case Number:
Other Reference Number(s):
Child Support Enforcement Number:

C-21-FM-18-000928

Julie Barr vs. David Barr

Issue Date: 7/26/2024

WRIT OF SUMMONS

You are summoned to file a written response by pleading or motion, within 60 days after service of this summons upon you, in this court, to the attached complaint filed by:

DAVID LYNN BARR **240-343-0924**
15651 National Pike
HAGERSTOWN, MD 21740

This summons is effective for service only if served within 60 days after the date it is issued.

Kevin R. Tucker
Clerk of the Circuit Court

To the person summoned:

~~Failure to file a response within the time allowed may result in a judgment by default or the granting of the relief sought against you.~~

Personal attendance in court on the day named is NOT required.

It is your responsibility to ensure that the court has your current and correct mailing address in order to receive subsequent filings and notice in this case.

Instructions for Service:

FILED

1. This summons is effective for service only if served within 60 days after the date issued. If it is not served within the 60 days, the plaintiff must send a written request to have it renewed.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Maryland Rule 2-126.
4. If this notice is served by private process, process server shall file a separate affidavit as required by Maryland Rule 2-126(a).

BY: KEVIN R. TUCKER, CLERK

SHERIFF'S RETURN

(please print)

To: JULIE MARIE BARR 28 Stephanie's Pl

Probie McChenrie
Serving Sheriff's Name

ID#

of the Berkeley, WV

County Sheriff's office present to the court that I:

(1) Served Julie Marie Barr

Name of person served

on 8/2/24
Date of serviceat 510 S Raleigh St Martinsburg, WV 25401
Location of service

by In Person

Manner of service

with the following:

☒ Summons☐ Counter-Complaint☐ Complaint☐ Domestic Case Information Report☐ Motions☐ Financial Statement☐ Petition and Show Cause Order☐ Interrogatories☒ Other petition to modify custody & visitation
Please specify

(2) Was unable to serve because:

☐ Moved left no forwarding address☐ No such address☐ Address not in jurisdiction☐ Other

Please specify

Sheriff fee: \$ 30.00

☐ waived by8/2/24
Date[Signature]
Signature of serving Sheriff

Instructions to Sheriff's Office or Private Process Server:

1. This Summons is effective for service only if served within 60 days after the date issued. If it is not served within 60 days, the plaintiff must send a written request to have it renewed.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

The seal of the Maryland Judiciary, featuring the text "MARYLAND" at the top and "JUDICIARY" at the bottom, with a central emblem depicting a figure on horseback.

Located at

Court Address

Telephone

Case No 2-21-FM-18-000928

Plaintiff 1

vs. Defendant 1

Street Address

Street Address

City, State, Zip

Telephone

City, State, Zip

Telephone

E-mail

Defendant 2

Street Address

Telephone

City, State, Zip

Telephone

E-mail

(Md. Code, Family Law Art., § 1-201)

NOTE: Use this form if you are a party in a court order for child custody or visitation (child access) and you want the court to change it. If you need a copy of that order, ask a court clerk. Attach a completed Civil Domestic Case Information Report (CC-DCM-001). You must “serve” the other party(ies) with a copy of this paperwork. See General Instructions (CC-DRIN) for information on service of process, filing fees, and other topics. Also see Maryland Parenting Plan Instructions (CC-DRIN-109) and Maryland Parenting Plan Tool (CC-DR-109). Visit mdcourts.gov/custody and mdcourts.gov/parentingplans.

Your name(s)

Relationship (for example, aunt, grandfather, guardian)

of the following minor child(ren):

Name(s)	FILED Date(s) of birth
Alyssalyn Barr	9-13-08
Gabriclla Barr	2024 JUL 25 7-6-10
Brantlee Barr	KEVIN R. TUCKER 3-17-13
	BY: _____

Case No. 21-FM-18-000928

2. On 3-6-19 the Circuit Court for Washington
Date of most recent court order City/County
 issued an order in case number 21-FM-21-00496, granting custody of the child(ren) to
David Barr & Julie Kinna and visitation to
Name(s) of person(s) with custody and relationship to child(ren)
David Barr & Julie Kinna
Name(s) of person(s) with visitation and relationship to child(ren)

3. Since the most recent court order, circumstances have changed and the order is no longer in the best interest of the child(ren) because:

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4. I/We know of the following cases, or I/we have been involved (as a party, witness, etc.) in the following cases about me/us, the other party(ies), or the child(ren). Include cases such as custody, child support, guardianship, domestic violence/protective order, paternity, divorce, visitation (child access), CINA, delinquency, termination of parental rights, adoption or other cases.

Court	Case No.	Kind of Case	Year Filed	Result or Status (if you know)
Washington	21-FM-21-00496	child sup.	2021	

Attach the most recent court order for these cases.

FOR THESE REASONS, I/we request the court change custody and/or visitation (child access) as follows (state the changes you are requesting):

I request that I, David Barr have full physical custody of all 3 children. Alyssa has already been fully in my care for the past 2 years. Visitation will be as children see fit depending on mother's abusive behavior changes. There are 2 older (now adult children) that were given this same custody arrangement in 2019 because of physical abuse at that time to them.

and order any other appropriate relief.

9-5-18

POMNS
POMOS

Case No. C-21-FM-18-000928

☒ I/We also request a change in the current child support order.

If parents' combined gross monthly income (before taxes/not take home pay) is \$30,000 or less, attach Financial Statement (Child Support Guidelines) (CC-DR-030); if combined gross monthly income is more than \$30,000, attach Financial Statement (General) (CC-DR-031).

I/We solemnly affirm under the penalties of perjury that the contents of this document are true to the best of my/our knowledge, information, and belief.

7-25-24

Date

David Barr

Signature

David Barr

Printed Name

15651 National Pike

Address

Hagerstown, Md 21740

City, State, Zip

240-343-0524

Telephone Number

dbarr81@icloud.com

E-mail

Fax

Date

Signature

Printed Name

Address

City, State, Zip

Telephone Number

E-mail

Fax

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR (KINNA)

Plaintiff/Counter-Defendant

v.

DAVID L. BARR

Defendant/Counter-Defendant

*
*
*
*
*
*
*

Case No. C-21-FM-18-000928

ANSWER TO PETITION TO MODIFY CUSTODY

NOW COMES, the Plaintiff/Counter-Defendant, JULIE MARIE BARR (KINNA), and
files this Answer and respectfully states as follows:

1. That Plaintiff/Counter-Defendant ADMITS the allegations contained in paragraphs one (1)
and two (2).
2. That Plaintiff/Counter-Defendant DENIES the allegations contained in paragraph three.
(3).
3. That Plaintiff/Counter-Defendant ADMITS the allegations contained in paragraph four (4).

WHEREFORE, the Plaintiff/Counter-Defendant, JULIE MARIE BARR
(KINNA), respectfully requests that this Court:

- A. DENY the relief requested;
- B. AWARD Plaintiff/Counter-Defendant reasonable attorney's fees and court
costs;
- C. AWARD any further relief available to Plaintiff/Counter-Defendant pursuant
to the Family Law Article of the Maryland Code.

I solemnly declare under the penalties of perjury that the matters and facts set forth in this Complaint are true to the best of my knowledge, information, and belief.

Julie Marie Barr Kinna

JULIE MARIE BARR (KINNA)

Respectfully submitted,

ANTIETAM LAW GROUP, LLC

A. Fortmann Bailey /s/

By:

Allison Fortmann Bailey, Esquire
CPF#0212170278
134 West Washington Street, Suite 2A
Hagerstown, Maryland 21740
240-513-6959
ali@antietamlaw.com
Attorney for Plaintiff/Counter-Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 12, 2024, a copy of the foregoing document was served via USPS first class mail postage pre-paid to:

David Lynn Barr
15651 National Pike
Hagerstown, Maryland 21740

A. Fortmann Bailey /s/

Allison Fortmann Bailey

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR (KINNA)

Plaintiff/Counter-Defendant

v.

DAVID L. BARR

Defendant/Counter-Defendant

Case No. C-21-FM-18-000928

MOTION TO ENFORCE JUDGMENT OF ABSOLUTE DIVORCE

NOW COMES, the Plaintiff/Counter-Defendant, JULIE MARIE BARR (KINNA), and files this Motion to Enforce and respectfully states as follows:

1. The parties were divorced by Judgement of Absolute Divorce in this matter on March 7, 2019. The Judgement of Absolute Divorce incorporates, without merger, the parties' Voluntary Marital Settlement Agreement (hereinafter referred to as "VMSA"), dated March 6, 2019. See *Exhibit A JOAD and Exhibit B VMSA as if fully referenced herein.*

2. The Judgement of Absolute Divorce requires the Plaintiff to prepare a Qualified Domestic Relations Order (hereinafter referred to as "QDRO") to transfer a portion of Defendant/Counter-Plaintiff's retirement benefits to Plaintiff/Counter-Defendant. The Order provides that the Order shall be subject to Defendant/Counter-Defendant's approval, but his approval shall not be unreasonably withheld.

3. That at the time of divorce, Defendant/Counter-Defendant, had \$71,741.32 in his 401(k) that was entirely marital as is referenced in the VMSA. Post-divorce, the parties agreed to reduce the Wife's share of the transfer to the amount of \$17,741.12. Plaintiff/Counter-Defendant paid Attorney Ann Grillo, Esquire, \$500.00 to prepare the QDRO.

4. That Defendant/Counter-Defendant has unreasonably and willfully refused to cooperate in

signing the prepared Qualified Domestic Relations Order, despite the presentation of the QDRO and repeated requests for his signature. *See Attached Exhibit C Letter as if fully referenced herein.*

5. That Plaintiff/Counter-Defendant has incurred approximately \$1,865.00 in attorney's fees in attempting to resolve this issue.

6. That Plaintiff/Counter-Defendant requires the intervention of the Court to secure the transfer of funds pursuant to the Judgment of Absolute Divorce. The Court's jurisdiction has been retained in this matter by the Judgment of Absolute Divorce.

WHEREFORE, the Plaintiff/Counter-Defendant, JULIE MARIE BARR (KINNA), respectfully requests that this Court:

- A. ENFORCE the Judgment of Absolute Divorce;
- B. ISSUE a Qualified Domestic Relations Order;
- C. In the Alternative SET this matter in for a hearing;
- D. AWARD Plaintiff/Counter-Defendant reasonable attorney's fees and court costs;
- E. AWARD any further relief available to Plaintiff/Counter-Defendant pursuant to the Family Law Article of the Maryland Code.

I solemnly declare under the penalties of perjury that the matters and facts set forth in this Complaint are true to the best of my knowledge, information, and belief.



JULIE MARIE BARR (KINNA)

Respectfully submitted,

ANTIETAM LAW GROUP, LLC

A. Fortmann Bailey /s/

By:

Allison Fortmann Bailey, Esquire
CPF#0212170278
134 West Washington Street, Suite 2A
Hagerstown, Maryland 21740
240-513-6959
ali@antietamlaw.com
Attorney for Plaintiff/Counter-Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 12, 2024, a copy of the foregoing document was served via USPS first class mail postage pre-paid to:

David Lynn Barr
15651 National Pike
Hagerstown, Maryland 21740

A. Fortmann Bailey /s/

Allison Fortmann Bailey

**VOLUNTARY SEPARATION AND
MARITAL SETTLEMENT AGREEMENT**

This Voluntary Separation and Marital Settlement Agreement is made as of this 6 day of March, 2019, by and between DAVID L. BARR, (Husband) and JULIE M. BARR (Wife). (Wife and Husband are sometimes hereinafter referred to collectively as "parties.")

Explanatory Statement

The parties were married in a religious ceremony on August 11, 2001. Five (5) children were born of their marriage, namely of Jesscella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, all five children are referred to as "the Children;" Jesscella and Klayton are referred to as "the Older Children;" and Alyssalyn, Gabriela and Brantlee are referred to as "the Younger Children").

Differences arose between the parties and they have been living separate and apart from one another since June 14, 2018. In contemplation of an absolute divorce being awarded, the parties are entering into this Agreement to determine finally all issues arising out of their marriage, including child custody, visitation, and child support; alimony; property rights; counsel fees; and all other rights of the parties of every kind and character arising out of their marital relationship, but without regard to whether or not any judgment of divorce may be obtained by either party. Husband's social security number ends in 9298; Wife's social security number ends in 9069.

1. Separation and Non-Interference.

The parties separated on June 14, 2018. They agree to continue to do so. Each of the parties shall be free from any control, authority, restraint, or interference of the other as if he or she were single and unmarried. The parties agree that each is free to conduct, carry on, and engage in any employment, business, or trade which to him or her shall seem advisable for his or her sole and separate use and benefit, without and free

from any control, restraint, or interference by the other party in all respects, as if each were single and unmarried. The parties further agree that neither of them shall molest or annoy the other or seek to compel the other to cohabit or dwell with him or her by any proceedings for restoration of conjugal rights or otherwise, or exert or demand any right to reside in the home of the other. The parties further agree that each of them shall be free to go his or her respective way as fully and to the same extent as if they had never been joined in matrimony.

2. *Child Custody, Support, and Visitation.*

2.1. Husband and Wife shall have joint legal custody of the Children. The parties shall keep one another fully-informed regarding the health, education, religious upbringing and general welfare of the Children, and except in the event of an emergency, no significant decision regarding any of the children shall be made prior to the matter being thoroughly discussed between the parties. Husband shall have final tie-breaking decision-authority in the event of a *bona fide* dispute as to any legal custody matter, including but not limited to health, medical care, education and/or religious upbringing.

2.2. Husband shall have primary physical custody of the Older Children. Visitation between Wife and the Older Children shall be at such times and places, and under such conditions, as Wife and the Older Children so agree.

2.3. The parties shall have joint physical custody of the Younger Children. Specifically, the Younger Children shall be with one party for a full week at a time, beginning each Monday at the conclusion of school (or at 4:00 p.m. if the Younger Children are not in school that day). On Wednesday of each week, the parent who does not have the Younger Children shall be entitled to a supper visit by picking the Younger Children up at school (or from the other party at 4:00 p.m., if school is not in session), and returning them to the other party at 7:00 p.m. The week-on/week-off access shall begin with Husband having the children beginning at 4:00 p.m. on Monday, March 11, 2019, and Wife having the week beginning Monday, March 18, 2019.

2.4. Each parent shall be entitled to attend any and all of the Children's sports, school and/or extracurricular activities, regardless of during which party's time such events occur.

2.5. The parties shall alternate the following major holidays as to the Younger Children: New Year's Day,, Easter Day (with ~~Husband~~ to have Easter Day, 2019), Memorial Day,

Wife

DLB DLB

2

JMB, JMB

EXHIBIT B

Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All holidays shall be from 9:00 a.m. until 5:00 p.m., **except** that Independence Day shall conclude after fireworks; Christmas Eve/Christmas shall be shared as follows: from 10:00 a.m. on 12/24 until 9:00 p.m. on 12/24 - then the other party shall have 12/24 at 9:00 p.m. until 12/25 at 4:00 p.m. - then the other party shall have from 4:00 p.m. on 12/25 until 10:00 a.m. on 12/26.

DLB DLB
JMB JMB

Mrs. Barr to have Christmas Eve holiday 2019 beginning @ 9:00 p.m.

2.6. Husband shall be entitled to have the Children with him on every Father's Day. Wife shall be entitled to have the Younger Children with her on every Mother's Day. Both holidays shall be from 9:00 a.m. until 5:00 p.m. Wife shall have the Younger Children with her from August 18, 2019 - August 26, 2019 for a family vacation. Both parties agree to accommodate each other's reasonable requests in the future to have vacations with the Younger Children on days which may overlap with the other's party's regular access time.

2.7. All holiday and special access set forth in the two previous paragraphs shall take precedence over the regular access schedule. All pick up and drop off for access shall occur at the Younger Children's school(s); and if school is not in session, then at the Sheetz at Huetts, or any other location agreed to by the parties.

2.8. Each party shall be entitled to reasonable telephone contact (2 or 3 brief conversations per week to occur before the Younger Children's bedtime) with the Younger Children when they are in the other party's care.

2.9. Until such time as the Marital Home has been sold in accordance with paragraph 4, below, and in light of Husband's ongoing financial obligations in accordance with Paragraph 4, neither party shall owe a duty of support to the other. Upon the sale of the Marital Home, the parties shall promptly exchange all financial documentation (pay stubs, health insurance costs, extraordinary medical expenses, etc.) as shall be necessary to calculate child support in accordance with the Maryland Child Support Guidelines. In the event that the parties cannot agree on a child support figure, if any is appropriate, they shall submit their dispute to the Circuit Court for Washington County, Maryland. Both parties agree that the provisions of this Paragraph 2.9 are in the Children's best interests.

2.10. Husband shall continue to provide health insurance for the Children through his employer until such time

as it is no longer available to him at a reasonable expense. Notwithstanding the provisions of Paragraph 2.9, Husband and Wife agree that they are immediately and jointly chargeable with the payment of all reasonable and necessary medical, dental, counseling, orthodontia, and eye care expenses incurred on behalf of the Children which are not covered by health insurance and agree that they each shall pay one-half of such uninsured or unreimbursed expenses. Unless it is not practicable, the provider of health care services to the Children shall be a recognized and approved participant under the applicable health insurance plan. The parties shall cooperate with each other in order to provide for the prompt payment of the Children's expenses and reimbursement between the parties themselves. If one party has made advance payment of the expenses directly to a provider of services, the other party's share of these expenses shall be paid directly to advancing party immediately upon receipt of documentation which sets forth the total expense, the uninsured portion of the expense, and the portion of the expense which has already been paid by the advancing party. If neither party has advanced payment of these expenses, then each party shall pay his or her respective share directly to the provider of services. Each party's payment shall be made immediately upon his or her receipt of documentation which sets forth the total expense and the uninsured portion of the expense.

3. *Alimony.*

In consideration of the mutual promises contained in this Agreement, Husband and Wife, each for himself or herself, hereby releases and discharges the other absolutely and forever, for the rest of his or her life from any and all claims and demands, past, present, and future, for alimony, spousal support, or maintenance, both *pendente lite* and permanent. The parties expressly covenant and agree that under no circumstances whatsoever shall either of them hereafter apply to any court for the establishment of alimony, spousal support, or maintenance. **The parties further agree that the provisions of this paragraph 3 shall not be subject to modification by any court.**

4. *Real Property.*

4.1. The parties own, as tenants by the entirety, real property known as 14528 Fairview Hill Road, Clear Spring, Washington County, Maryland, which was acquired by them during the marriage ("the Marital Home"). Both parties represent to the other that the Home is subject only to (1) a mortgage lien held by SLS Mortgage Company ("Mortgagee"), which secures a debt

for which the parties are jointly liable and which has an approximate current principal balance of \$178,699.04 ("First Mortgage Debt"); and (2) a mortgage lien held by BB&T ("Second Mortgage"), which secures a debt for which the parties are jointly liable and which has an approximate current principal balance of \$1,128.77 ("Second Mortgage Debt"). Neither party shall increase either Mortgage Balance or permit any other lien or encumbrance to be placed against the Marital Home.

4.2. The Marital Home is presently occupied by Wife and the Younger Children. Husband shall be responsible for paying the following expenses of the Marital Home until such time as it is sold: installment payments on the First Mortgage Debt and Second Mortgage Debt. Wife shall have use and possession of the Marital Home upon the execution of this Agreement, except that Husband may return to retrieve his and the Children's items of tangible personal property, in accordance with Paragraph 5, below.

4.3. The parties shall immediately list the Marital Home for sale with Brandi French, a realtor of their joint selection, with a listing price of \$310,000. The parties agree to accept any *bona fide* offer to purchase the Marital Home at the then-current listing price. The parties shall cooperate fully with the realtor in an effort to sell the Marital Home. This will include, but not be limited to, their agreement that "open houses" be conducted regularly and that there be a For Sale sign posted conspicuously on the property, etc. Wife shall maintain the Marital Home in clean condition during the entire time when it is listed for sale, whether private or auction. The Marital Home shall be sold "as is."

4.4. If the parties fail to sell the Marital Home privately by May 31, 2019, then they shall promptly continue listing the Marital Home, but lower the listing price to \$300,000.00. If the parties fail to sell the Marital Home by June 30, 2019, then they shall take all steps to sell it at auction, with auction to be conducted by Cochran Auctioneer and to occur on or before August 1, 2019. The parties may extend the auction date, if they agree to do so in writing. The reserve for the auction shall be \$270,000.00. The parties shall cooperate fully with the auctioneer in an effort to sell the Marital Home.

4.5. The net proceeds of sale of the Marital Home shall be divided evenly between the parties, *after the adjustments set forth in Paragraph 4.5*. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price

(a) any broker's fees or auctioneer's fees incurred in connection with the sale, (b) all other expenses of sale and closing costs, (c) any outstanding liens and encumbrances, including the principal, accrued interest and any prepayment penalty due on the First Mortgage and Second Mortgage; and (d) payment in full of the legal fees incurred by Eric B. Andrews, Esquire, Best Interest Attorney of the Children. Said fees are approximately \$7000 as of the date of this Agreement. The parties acknowledge that those fees will increase, as Attorney Andrews wraps up his work on behalf of the Children. A party may prepay his/her share of Mr. Andrews' fees, in which case, his/her share of the net proceeds shall be increased accordingly. Once the net proceeds are determined, Husband shall receive *from Wife's share of said net proceeds* the following: (1) one half of all payments for mortgage, taxes and insurance toward the Marital Home made by him from July 1, 2018 through the date of sale. As of the date of this Agreement, he has paid \$11,632 (so \$5816 shall be taken from Wife's share of said net proceeds), and that figure shall continue to increase between the date of this Agreement and the date of sale; (2) \$450 in attorney's fees awarded to Husband by the Court on February 7, 2019; (3) \$1261.48 in medical and extracurricular expenses due Husband from Wife per Attorney Morton's letter of February 4, 2019; (4) \$8,500.00 for the minivan which is entirely non-marital and shall be transferred to Wife in accordance with Paragraph 6, below; and (5) \$524.11, representing an electric bill to paid by Husband for the Marital Home on or before March 11, 2019. By way of illustration: if the net proceeds of sale after payment of expenses (a)-(d) are \$100,000, then each party's share is \$50,000. From Wife's \$50,000, the expenses set forth in (1)-(5) shall be deducted from and paid to Husband. However, said payment shall be effected not at settlement on the sale of the Marital Home, but by a dollar-for-dollar reduction in Wife's interest in Husband's 401(k), thereby reducing the amount of her QDRO in Paragraph 7.

5. *Tangible and Intangible Personal Property.*

5.1. The parties have agreed to an equitable division all of their household furnishings, appliances, equipment, personal effects, and other tangible personal property in and around the Marital Home. Wife shall be entitled to all of the household furnishings, appliances, equipment, personal effects, and other tangible personal property in and around the Marital Home, except for those items appearing in red (items to be returned to Husband); green (items to be returned to John F. Barr, except that John F. Barr already has the UTV in his possession); and (items to be returned to the child as

designated) on the attached Exhibit 1. Husband shall be permitted to return to the Marital Home on or before March 10, 2019, accompanied by an off-duty law enforcement officer and Jesscella and Klayton and any other persons reasonably necessary to assist in the retrieval process, for the purpose of retrieving all items of tangible personal property in red, green and . The parties acknowledge that this may involve multiple trips. In the event that Husband cannot remove all said items in one day, he shall be permitted access on a second occasion to be scheduled by counsel immediately.

5.2. Each party shall retain, as his or her sole and separate property, all stocks, bonds, or other securities, certificates of deposit, savings or checking accounts, insurance policies, and other items of intangible personal property of any kind or nature whatsoever presently in his or her name and/or possession, free and clear of any interest of the other; and each party hereby transfers and assigns to the other all of his or her right, title, and interest in and to said property.

6. *Automobiles.*

6.1. The parties agree that the 2012 Chrysler minivan, presently titled in Husband's name but used exclusively by Wife, shall be and remain her sole and exclusive property.

6.2. The parties agree that the Camper, presently titled in the parties' joint names and subject to a lien in the amount of approximately \$10,000, and the 2005 Pontiac, presently titled in Husband's name and used exclusively by Jesscella, shall both be and remain Husband's sole and exclusive property.

X 6.3. On or before April 1, 2019, each party shall obtain casualty and liability coverage for his/her respective vehicle(s) and shall furnish proof thereof to the other party. Each party shall be solely liable for any and all claims arising out of the ownership, use, or operation of his or her respective motor vehicle, including but not limited to liability for any debt related to the vehicles, and that he or she will indemnify and hold the other party harmless from any and all such claims.

6.4. Each party shall promptly execute and acknowledge all documents (including but not limited to the title and Certificate of Gift Form) necessary to effect the transfer of the above-referenced vehicles to the appropriate party.

7. *Retirement Interests.*

7.1. Husband represents to Wife that his only retirement interest is an interest in a 401(k) Plan through his employer, Ellsworth Electric, Inc. with a current, approximate balance in the about of \$71,741.32, and that said interest is entirely marital ("the 401(k) Plan"). Husband and Wife agree that the marital property interest in the 401(k) Plan shall be divided between the parties as set forth in this paragraph, and Wife shall be the alternate payee in accordance with the provisions of this Paragraph. The parties agree that one-half of Husband's benefits under the 401(k) Plan as of the date of divorce (projected to be on or about March 6, 2019) shall be paid to Wife as alternate payee in a single lump sum payment, **subject however, to a deduction of all sums due from Wife to Husband, pursuant to Paragraph 4.5, above.** Any contributions to the 401(k) plan after the date of divorce (and any earnings on said contributions) shall be the sole property of Husband.

7.2. The agreement of the parties as set forth in this Paragraph shall be set forth, but not merged, in any judgment of absolute divorce issued by a court of competent jurisdiction and is expressly conditioned upon the issuance by such court of an order which qualifies as a Qualified Domestic Relations Order ("QDRO"), as defined in §414(p) of the Internal Revenue Code of 1954 and the regulations promulgated thereunder, as may from time to time be amended (hereinafter collectively referred to as the "Code"). The QDRO shall incorporate appropriate provisions of this Paragraph. Wife shall be fully responsible for the preparation of the QDRO, which shall be subject to Husband's approval, with such approval not to be unreasonably withheld.

7.3. The provisions of this Paragraph 7 shall not require the 401(k) Plan to provide a type or form of benefit or an option not otherwise provided under the Plan. In the event that any provision of the judgment or order issued in connection with the absolute divorce of the parties is deemed by the administrator of the Plan to prevent or preclude the judgment or order from qualifying a QDRO pursuant to I.R.C. §414(p), the parties agree to cooperate with each other to do all things necessary to obtain a modification *nunc pro tunc* of the judgment and/or order entered at the time the parties were divorced. The modification order shall contain such provisions as are necessary to qualify the order as a QDRO, consistent with the provisions of this Paragraph.

8. Counsel Fees.

Husband and Wife shall each pay his or her own counsel fees incurred for legal services rendered in connection with the

negotiation and preparation of this Agreement and for the pending divorce proceedings, except that the prevailing party in any action or proceeding (including but not limited to an action for contempt) brought to enforce this Agreement or any provision hereof shall be entitled to an award of reasonable attorney's fees to be paid by the other party.

9. *Health Insurance.*

Husband carries medical, dental, vision and prescription insurance ("Health Insurance") for himself and Wife. Husband shall continue to carry Health Insurance for Wife until such time as a Judgment of Absolute Divorce is issued. Each party shall be responsible for paying for his/her own medical, dental, optical, mental health, prescription or other health care expenses not covered by Health Insurance, including any deductible or co-pay attributable to his or her care without a claim of contribution by the other party. Each party shall indemnify and save and hold the other harmless from any and all actions, causes of action, claims, demands, or liability associated with his or her own health care expenses. Each party shall be responsible for notifying all care providers that he or she is responsible for his or her own health care expenses and that no claim should be made against the other.

10. *Debts.*

Husband and Wife each warrants that except as set forth in Paragraphs 4.1 and 6.2, he or she has not incurred any debt or obligation for which the other is or may become liable. Husband and Wife in the future shall not incur any debt or obligation for which the other may become liable. Each party assumes full liability for debts contracted by himself or herself and shall save and hold the other harmless from any and all liability therefor.

11. *Independent Counsel.*

Wife hereby acknowledges that Lewis C. Metzner, Esquire has represented her and rendered legal advice to her with respect to the marital rights of the parties and in connection with the negotiation and execution of this Agreement, and that she has been satisfied with said representation. Husband hereby acknowledges that Jason Morton, Esquire has represented him and rendered legal advice to him with respect to the marital rights of the parties and in connection with the negotiation and execution of this Agreement, and that he has been satisfied with said representation.

12. *Income Tax Returns.*

12.1. The parties shall joint individual federal and state income tax returns for tax year 2018, evenly divide the costs of preparation, and evenly divide any refund(s). The parties shall promptly engage Smith, Elliott, Kearns & Company ("SEK") to prepare their tax returns and shall cooperate fully in providing documents, information and/or signatures requested by SEK. In all future tax years, the parties shall file separate returns, and Husband shall claim the dependency exemption/child tax credit for Jesscella, Klayton, and Brantlee; and Wife shall claim the dependency exemption/child tax credit Gabriella. The parties shall alternate claiming Alyssalyn, with Husband claiming her on his 2019 tax returns and each odd tax year thereafter. Wife shall claim Alyssalyn on her 2020 tax returns and each even tax year thereafter.

12.3. Husband and Wife have executed joint federal and state income tax returns for the years from 2001 through 2017. Regarding these, and all other joint tax returns filed by the parties, if any, Husband and Wife agree as follows:

(a) Husband represents and warrants to the Wife that he has accurately reported all income taxes, state and federal, regarding his income and deductions (including any income and deductions attributable to any entities in which he has or had any interest) on the joint tax returns filed by the parties; and in the event there is subsequently found to be taxes, penalties or interest due and owing with respect to his income or deductions (including any income and deductions attributable to any entities in which he has or had any interest), he will pay and indemnify the Wife from any liability thereon.

(b) Wife represents and warrants to the Husband that she has accurately reported all income taxes, state and federal, regarding her income and deductions on the joint tax returns filed by the parties; and in the event there is subsequently found to be taxes, penalties or interest due and owing with respect to her income or deductions, she will pay and indemnify the Husband from any liability thereon.

(c) If there is a deficiency assessment in connection with any of the aforesaid joint returns heretofore or hereafter, the party receiving the deficiency notice shall notify the other party immediately in writing. The party whose income and/or deduction was inaccurate shall pay the amount ultimately determined to be due thereon, together with interest and penalties, and any and all expenses that may be incurred if that party decides to contest the assessment.

(d) The party who may be responsible pursuant to Paragraph (c) above, shall have the option to contest any deficiency assessment received in connection with the filing of joint returns by the parties. In the event that the party so elects, the other party hereby agrees to cooperate fully with that party's selected representative in contesting said assessment, including execution of any and all necessary documents, supplying of any and all records and information and the furnishing of testimony, if necessary and appropriate, in pursuing the said contest.

(e) The party who is responsible for the deficiency shall in all respects indemnify the other party against and hold that party harmless from, any deficiency assessment or tax lien arising out of any joint returns heretofore or hereafter filed by the parties, as well as any damages and expenses whatsoever incurred by the other party in connection therewith. The parties' liability hereunder will survive that party's demise and shall constitute a charge against that party's estate. The party contesting the deficiency shall keep the other party fully informed of any and all actions taken by that party with respect to a deficiency assessment.

(f) Should either party hereafter deem it necessary or advisable to file an amended joint federal or state income tax return for any previous year or years, the other party agrees to execute such returns. The other party's agreement to execute is conditioned upon the party making the request providing the party with a written agreement that any amended tax return the party is to file is accurate and correct. Further, the party seeking to file the amended return shall fully indemnify the other party with respect to any such return to the same extent and respect as any other joint tax return referred to in this paragraph or any subsections hereof.

(g) If there is a refund from any of the aforesaid joint returns, except as otherwise provided in this Agreement, said refund shall be jointly divided between the parties..

13. *Financial Disclosure.*

Each party has been advised by this provision of this Agreement, that he or she is entitled to full and complete disclosure of the other party's assets, liabilities, and income. Both parties acknowledge that they have not proceeded with full, formal, written disclosure of assets, liabilities, and income, beyond the discovery responses exchanged in the pending divorce action between the parties. Both parties expressly acknowledge,

however, that they nevertheless are satisfied with the terms of this Agreement.

14. *Voluntariness*

Each party has had the opportunity to be represented by independent counsel of his or her choice in the negotiation and execution of this Agreement. The provisions of this Agreement and their legal and practical effect have been fully explained to each party by their respective counsel. Each party acknowledges and agrees that he or she has executed this Agreement freely and voluntarily for the purpose and with the intent of fully settling and determining all issues relating to their respective rights and obligations incident to or arising out of their marriage. There are no warranties, promises, covenants, or undertakings other than those expressly set forth in this Agreement. Each party acknowledges that this Agreement is fair and reasonable and that it is not the result of duress or undue influence exercised by the other or by any other person or persons.

*15. *Further Acts.*

Each party for himself or herself and for his or her respective heirs, personal representatives, and assigns agrees to join in or to execute any instruments and to do any other act or thing that may be necessary or proper to effect any provision of this Agreement and the release of any dower or other right in any property which either of the parties may now own or hereafter acquire.

16. *Mutual Release of Property and Other Rights.*

Except as otherwise provided in this Agreement, each of the parties for himself or herself and his or her respective heirs, personal representatives, and assigns, grants, discharges, and releases to the other and his or her heirs, personal representatives, and assigns any and all interests which he or she now has or may hereafter acquire in the real, personal, or other property of the other. Each of the parties agrees to execute and deliver any and all deeds, releases, quit claims, or other instruments as from time to time may be necessary or convenient to enable the other party to deal with his or her property as if he or she were unmarried. Except for any ground for divorce which either party may have against the other, each of the parties releases all claims and demands of any kind or nature against the other party including all interests incident to the marriage relations now or at any time hereafter existing or occurring in the property or estate of the other party or in

marital property, either statutory or arising from common law, specifically including but not limited to, all rights, interests, demands, accounts, claims, and causes of action arising under the Marital Property Act, presently §§8-201 through 8-213 of the Family Law Article of the Annotated Code of Maryland, as amended from time to time, specifically including any right to act as the other's personal representative. It is the intention of the parties that during their respective lifetimes they may deal with their separate estates as if they were unmarried and upon the death of either, the property, both real and personal, then owned by him or her, shall pass by his or her will or under the laws of descent, as the case may be, free from any right of inheritance, title, or claim of the other party as if the parties at such time were unmarried.

17. *Incorporation in Judgment or Decree of Divorce.*

This Agreement shall survive and continue in full force and effect whether or not a judgment or decree of divorce shall be entered in any subsequent action between the parties in any jurisdiction. With the approval of any court of competent jurisdiction in which any divorce action between the parties may be instituted, this Agreement shall be incorporated in any judgment or decree of divorce entered in such action. The parties agree that to the extent that this Agreement or any part hereof is incorporated in said judgment or decree, the same shall not be merged therein, but shall continue to be binding upon the parties and their respective heirs, successors, personal representatives, and assigns. In the event the court shall fail or decline to incorporate this Agreement or any part hereof in said judgment or decree, the parties for themselves and for their respective heirs, successors, personal representatives, and assigns agree that they will nevertheless faithfully abide by all of the provisions hereof and continue to be bound hereby.

18. *Modification, Waiver, or Cancellation.*

All provisions of this Agreement, excepting those at Paragraph 2 dealing with child custody, visitation and support, shall be forever binding between the parties except as stated herein or unless modified or waived by the parties. No modification, waiver, or rescission of any of the provisions of this Agreement shall be valid unless made in writing and signed and acknowledged by the parties. Therefore, resumption of cohabitation or reconciliation shall not rescind, waive, void, or otherwise affect this Agreement. The provisions of this Agreement relating to alimony or spousal support, including the

waiver thereof, shall not be subject to any court modification. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a cancellation, modification, or waiver of any subsequent default of the same or of a different provision.

19. *Miscellaneous.*

19.1. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Maryland.

19.2. Whenever the masculine gender is used herein, it shall also mean the feminine gender, where appropriate, and the plural shall mean the singular, and vice-versa, where appropriate.

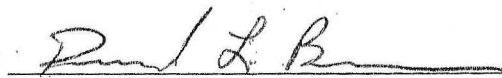
19.3. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

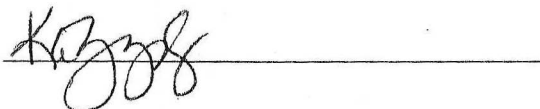
19.4. No portion of this Agreement shall be construed against a party by virtue of the fact that his/her representative drafted it.

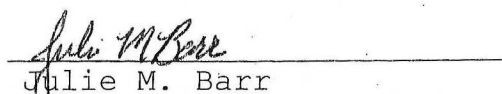
19.5. This Agreement contains the entire understanding of the parties; and there are no representations, warranties, covenants, or undertakings other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.



 (SEAL)
David L. Barr



 (SEAL)
Julie M. Barr

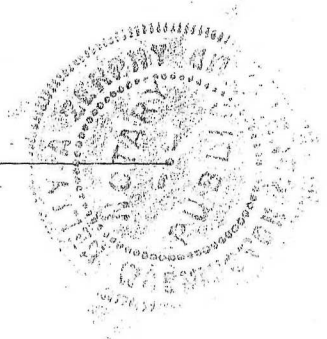
STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 5th day of March, 2019,

JULIE M. BARR personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct as therein stated and acknowledged that the said Voluntary Separation and Marital Settlement Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS my hand and official Notarial Seal.


Notary Public

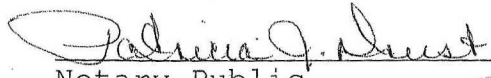


My Commission Expires: 8.20.20

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

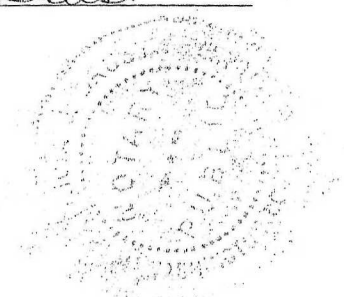
I HEREBY CERTIFY, that on this 6th day of March, 2019, DAVID L. BARR personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Voluntary Separation and Marital Settlement Agreement are true and correct as therein stated and acknowledged that the said Voluntary Separation and Marital Settlement Agreement is in fact his act and deed and that he has full understanding thereof.

WITNESS my hand and official Notarial Seal.


Notary Public

My Commission Expires:

6/19/2021



IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE M. BARR

*

Plaintiff

*

vs.

*

CASE NO. C-21-FM-18-000928

DAVID L. BARR

*

Defendant

JOINT STATEMENT OF PARTIES CONCERNING MARITAL
AND NON-MARITAL PROPERTY

- I. The parties agree that the following property is "marital property" as defined by MD. FAM.
LAW CODE ANN. §9-201 (1999):

Description of Property	How Titled		Fair Market Value		Liens, Encumbrances or Debt Directly Attributable	
	Spouse 1's Assertion	Spouse 2's Assertion	Spouse 1's Assertion	Spouse 2's Assertion	Spouse 1's Assertion	Spouse 2's Assertion
1 14528 Fairview Hill Lane	J	J	\$310,000	\$270,000*	\$180,659	
2 Camper	J	J	\$6,000		\$10,000	
3 Wife's Jewelry	W	W	\$25,000	\$25,000*		
4 2005 Triumph	J	J	\$1,500			
5 243 Ruger	W	W	\$500			
6 Husband's MVB Account	H	H	\$400			
7 Husband's BB&T Account	H	H	\$650			
8 Husband's 401(k) Account	H	H	\$71,741	\$71,741		
9 Furniture in marital home. Consists of:				\$40,000*		
Younger children's furniture:	J	J	\$1,600			
2 bedroom suits						
Capitals Memorabilia	H		\$50			
Dining Room Furniture	J	J	\$1,000			
Master Bedroom Furniture	J	J	\$850			
Living Room Furniture	J	J	\$850			
Kitchen Furniture & Items	J	J	\$500			
10 Personal Property. Consists of:	J	J		\$35,000*		
Polaris RZR	H		\$700			
Children's playhouse	H		\$1,000			
All ski clothing and equipment	J		\$300			



EXHIBIT B

JULIE MARIE BARR, * IN THE
Plaintiff/Counter- * CIRCUIT COURT FOR
Defendant
v. * FOR WASHINGTON COUNTY,
DAVID L. BARR, * MARYLAND
Defendant/Counter- * CASE NO. C-21-FM-18-000928
Plaintiff

* * * * *

JUDGMENT OF ABSOLUTE DIVORCE

This cause standing ready for hearing and being duly submitted and the proceedings, including the pleadings, the Settlement Agreement (dated March 6, 2019) which addressed all matters arising out of the parties' marriage, including but not limited to custody, visitation, child support, alimony and distribution of property, the Plaintiff having amended her Complaint on the record at the Merits Hearing on March 6, 2019 and the Defendant having consented to said Amendment, the testimony of the Plaintiff and the Defendant before the Court also at the Merits Hearing on March 6, 2019, and neither party having filed an action to set aside the Agreement, having been considered, it is this _____ 7th of March, 2019 _____, by the Circuit Court for Washington County, Maryland

ORDERED that Julie M. Barr, Plaintiff, be and is hereby granted an ABSOLUTE DIVORCE from David L. Barr, Defendant, based on the mutual consent of the parties; and it is further

I Entered: Clerk, Circuit Court for
Washington County, MD
March 7, 2019

EXHIBIT A

ORDERED that the Settlement Agreement, dated March 6, 2019, (hereinafter referred to as the "Agreement"), a copy of which admitted in these proceedings as Plaintiff's Exhibit 1 under seal and as a permanent part of this file, be and is hereby approved and by reference made a part of and incorporated in this Judgment, to the extent of the jurisdiction of this Court, as if fully set forth herein, but not merged herein; and it is further

ORDERED that the parties shall have joint legal custody of Jesscella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, all five children are referred to as "the Children;" Jesscella and Klayton are referred to as "the Older Children;" and Alyssalyn, Gabriela and Brantlee are referred to as "the Younger Children"). The parties shall keep one another fully-informed regarding the health, education, religious upbringing and general welfare of the Children, and except in the event of an emergency, no significant decision regarding any of the children shall be made prior to the matter being thoroughly discussed between the parties. David L. Barr shall have final tie-breaking decision-authority in the event of a *bona fide* dispute as to any legal custody matter, including but not limited to health, medical care, education and/or religious upbringing;

and it is further

ORDERED that David L. Barr shall have primary physical custody of Jesscella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04. Visitation between Julie M. Barr and the Older Children shall be at such times and places, and under such conditions, as she and the Older Children so agree; and it is further

ORDERED that parties shall have joint physical custody of Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13. Specifically, the Younger Children shall be with one party for a full week at a time, beginning each Monday at the conclusion of school (or at 4:00 p.m. if the Younger Children are not in school that day). On Wednesday of each week, the party who does not have the Younger Children shall be entitled to a supper visit by picking the Younger Children up at school (or from the other party at 4:00 p.m., if school is not in session), and returning them to the other party at 7:00 p.m. The week-on/week-off access shall begin with David L. Barr having the Younger Children beginning at 4:00 p.m. on Monday, March 11, 2019, and Wife having the week beginning Monday, March 18, 2019; and it is further

ORDERED that each party shall be entitled to attend any and all of the Children's sports, school and/or extracurricular activities, regardless of during which party's time such events

occur; and it is further

ORDERED that the parties shall alternate the following major holidays as to the Younger Children: New Year's Day, Easter Day (with Julie M. Barr to have Easter Day, 2019), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. All holidays shall be from 9:00 a.m. until 5:00 p.m., **except** that Independence Day shall conclude after fireworks; Christmas Eve/Christmas shall be shared in three segments as follows: from 10:00 a.m. on 12/24 until 9:00 p.m. on 12/24 (with David L. Barr to have 2019) - then the other party shall have 12/24 at 9:00 p.m. until 12/25 at 4:00 p.m. (with Julie M. Barr to have 2019) - then the other party shall have from 4:00 p.m.. on 12/25 until 10:00 a.m. on 12/26 (with David L. Barr to have 2019); and it is further

ORDERED that David L. Barr shall be entitled to have the Children with him on every Father's Day. Wife shall be entitled to have the Younger Children with her on every Mother's Day. Both holidays shall be from 9:00 a.m. until 5:00 p.m.; and it is further

ORDERED that neither party shall have an obligation of child support at this time, given that David L. Barr's ongoing financial obligations in accordance with the Agreement. Upon the sale of the Marital Home, the parties shall promptly exchange all financial documentation (pay stubs, health

insurance costs, extraordinary medical expenses, etc.) as shall be necessary to calculate child support in accordance with the Maryland Child Support Guidelines. In the event that the parties cannot agree on a child support figure, if any is appropriate, they shall submit their dispute to this Court; and it is further

ORDERED, that the parties shall present to this Court a separate order regarding the assignment and transfer to Julie M. Barr a share from David L. Barr's interest in the 401(k) Plan through his employer, as set forth in Paragraph 7 of the Agreement, under such terms and conditions that the Order qualifies as a Qualified Domestic Relations Order ("QDRO"), as defined in I.R.C. §414(p), and the regulations promulgated thereunder, as may from time to time be amended (hereinafter collectively referred to as the "Code"); and it is further

ORDERED, that jurisdiction is hereby reserved for the receipt, entry, alteration, and/or amendment by this Court of the QDRO so as to effectuate the intent of the parties as expressed in the Agreement; in addition, this Court retains jurisdiction and power to amend this Judgment of Absolute Divorce QDRO for the purpose of bringing into compliance this Judgment, the Agreement and the QDRO with any federal and/or

state laws and/or to effectuate the intent of the parties; and
it is further

ORDERED, that David L. Barr shall not perform any act which
would diminish the value of Julie M. Barr's interest in the
401(k) Plan; and it is further

ORDERED that Julie M. Barr shall be fully responsible for
the preparation of the QDRO, which shall be subject to David L.
Barr's approval, with such approval not to be unreasonably
withheld; and it is further

ORDERED that neither party shall be entitled to a monetary
award or an award of attorney's fees from the other; and it is
further

ORDERED that Eric B. Andrews' reasonable attorney's fees in
the amount of \$7220 shall be paid in equal proportion by the
parties immediately upon the sale of the Marital Home, if not
earlier, in accordance with the Agreement; and it is further

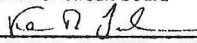
ORDERED that the Plaintiff shall be restored to the use of
her maiden name, Julie Marie Barr-Foltz, said restoration not
being for any illegal, immoral or fraudulent purpose.

03/07/2019 10:26:42 AM



Judge

Daniel P. Dwyer

VALID ONLY WITH IMPRESSED SEAL	
I HEREBY CERTIFY that the attached is a true copy of a record on file in the Office of the Washington County Clerk of Circuit Court.	
	3/07/19
KEVIN R. TUCKER, CLERK	DATE ISSUED

Cc: Jason Morton
Lewis C. Metzner
Eric B. Andrews



Allison Fortmann
Bailey, Esq.
Partner
ali@antietamlaw.com

134 W. Washington Street Suite 2A
Hagerstown, MD 21740
www.antietamlaw.com
Main: 240-500-1540
Fax: 240-597-8222

Alison
Peteranecz, Esq.
Partner
alisonp@antietamlaw.com

July 24, 2024

David Lynn Barr
15651 National Pike
Hagerstown, Maryland 21740

Re: *Barr v. Barr Domestic Matters*
Qualified Domestic Relations Order

Dear Mr. Barr,

You recently contacted our office and left a voicemail that you had just received the letter dated July 1, 2024. To date, I still have not received the signed QDRO. Please sign the QDRO and return to my office no later than **August 5, 2024**. If you fail to deliver the signed QDRO I will file the QDRO without your signature and instruct the Court we have refused to comply with our request. For your reference see the July 1, 2024, letter below:

July 1, 2024, letter:

You are to transfer a portion of your 401(k) to Ms. Kinna per the Judgment of Absolute Divorce (JOD), dated March 7, 2019, and the Settlement Agreement, dated March 6, 2019. I am attaching the draft Qualified Domestic Relations Order (QDRO) prepared by attorney Ann Grillo pursuant to the terms of the JOD and Agreement. Please sign the enclosed QDRO and return to my office by mail to the above office address and by electronic mail to ali@antietamlaw.com no later than Monday, July 15, 2024. If you fail to sign and return the QDRO, I will file it with the Court without your signature and notify the Court that you failed to respond to this request.

Additionally, I am still awaiting a response to my April 25, 2024 letter. Please respond immediately. I have enclosed the letter for your reference.

I appreciate your cooperation in this matter. However, if I do not receive a response from you within 14 days of the date of this letter, my client will have no choice but to proceed with litigation and seek all legal remedies available to her, including, but not limited to, a contempt action and attorney's fees.

Should you have any questions, please do not hesitate to contact me directly. I thank you in advance for your anticipated cooperation.

Sincerely,

Antietam Law Group, LLC

By:

Allison Fortmann Bailey, Esquire

EXHIBIT C

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

BRAD MINNICK, JR.	*	
Plaintiff	*	
vs.	*	Case No.: C-21-FM-18-001193
MORGAN MINNICK	*	
Defendant	*	

MOTION TO CONTINUE

NOW COMES, the Plaintiff BRAD MINNICK, by and through his attorney, ALLISON FORTMANN BAILEY and ANTIETAM LAW GROUP, LLC, and respectfully moves this Honorable Court to grant a continuance in the above-captioned case, and for reasons states as follows:

1. That this matter is scheduled for a hearing on January 27, 2024, at 1:30 pm.
2. That the undersigned is scheduled to be in a *Merits* hearing on January 27, 2024, at 9:00 am at the Washington County Circuit Court and is appearing in that matter as Plaintiff's Attorney. The undersigned does not believe there will be ample time to be present for both cases.
3. That this is Plaintiff's first request for a continuance.
4. That this continuance is not being requested for purposes of prejudice or delay.

WHEREFORE, Plaintiff BRAD MINNICK, JR., respectfully requests that this Honorable Court grant a continuance in the above-captioned case and schedule for the next available date possible.

Respectfully submitted,

ANTIETAM LAW GROUP, LLC

A. Fortmann Bailey /s/

By:

Allison Fortmann Bailey, Esquire
CPF#0212170278
134 West Washington Street, Suite 2A
Hagerstown, Maryland 21740
240-513-6959
ali@antietamlaw.com
Attorney for *Plaintiff*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 15, 2024, a copy of the foregoing document was mailed first class, postage pre-paid to:

MORGAN MINNICK
13801 Lewisdale Road
Clarksburg, Maryland 20871

A. Fortmann Bailey /s/

Allison Fortmann Bailey

IN THE CIRCUIT COURT FOR WASHINGTON COUNTY, MARYLAND

JULIE MARIE BARR (KINNA)

Plaintiff/Counter-Defendant

v.

DAVID L. BARR

Defendant/Counter-Plaintiff

*
*
*
*
*
*
*
*

Case No. C-21-FM-18-000928

NOTICE OF SERVICE OF DISCOVERY REQUESTS MATERIAL

I HEREBY CERTIFY that on March 27, 2025, I served upon Defendant USPS first class mail postage pre-paid:

1. A copy of First Set of Interrogatories;
2. A copy of First Set of Request for Production of Documents;
3. A copy of this Notice of Service of Discovery Material.

I will retain the originals of these documents in my possession, without alteration, until the case is concluded in this Court, the timing for noting an appeal has expired, and any appeal noted has been decided.

Respectfully submitted,

ANTIETAM LAW GROUP, LLC

A. FORTMANN BAILEY /S/

By:

Allison Fortmann Bailey, Esquire
CPF#0212170278
134 West Washington Street, Suite 2A
Hagerstown, Maryland 21740
240-513-6959
ali@antietamlaw.com
Attorney for *Plaintiff*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 27, 2025, a copy of the foregoing document was served USPS first class mail postage pre-paid to:

David Barr
15651 National Pike
Hagerstown, Maryland 21740

A. Fortmann Bailey /s/

Allison Fortmann Bailey, Esquire

TEMPORARY AGREEMENT AS TO CUSTODY,
VISITATION AND CHILDREN SUPPORT

This Temporary Agreement as to Custody, Visitation and Child Support is made as of this 14th day of June, 2018, by and between Julie M. Barr ("Mother"), and David L. Barr ("Father"). (Mother and Father are sometimes hereinafter referred to collectively as "the Parties.")

Explanatory Statement

The parties were married in a religious ceremony on August 11, 2001. Five (5) children were born of their marriage, namely of Jescella M. Barr born 7/17/02; Klayton D. Barr born 7/30/04; Aylssalyn M. Barr born 9/13/08; Gabriella M. Barr born 7/6/10; and Brantlee R. Barr born 3/10/13 (collectively, "the Children"). In contemplation of entering into a more comprehensive written agreement, and ultimately seeking a judgment of absolute divorce in the action styled as Julie Marie Barr v. David Lynn Barr, Circuit Court for Washington County, Maryland, Case no. C-21-FM-928 ("the Divorce Action"), the parties are entering into this Agreement to determine on a temporary basis all rights relating custody, visitation and child support. This Agreement shall remain in effect until modified by the parties in a subsequent written agreement or by Court Order in the Divorce Action. The parties agree to negotiate in good faith to revise this Agreement in the event that Wife obtains employment.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

1. *Child Custody.*

1.1. The parties shall have joint legal custody the Children. The parties shall have joint physical custody of the Children. Father shall have the right to visitation with the Children at reasonable times and places (primarily at the parties' camper at this time), including but not limited to the following schedule:



- Every other weekend from Friday at 4:30 p.m. until Sunday at 8:30 p.m. beginning June 16, 2018 (which the parties acknowledge is a Saturday);

- Every other weekend from Wednesday at 4:30 p.m. until Saturday at 8:30 p.m. beginning June 21, 2018;

- Every other Wednesday from 4:30 p.m. until Thursday at 9:00 a.m. beginning June 27, 2018. The parties recognize that on days when Father has the Children in his care and has to work, Wife shall watch the Children until his work day has concluded;

- Mother shall have the Children with her on Mother's Day, and Father shall have the Children with him on Father's Day. For Father's Day 2018, Husband shall have the Children from June 16 at 7:00 p.m. until June 17 at 10:00 p.m. and shall have the right to take the them to Lake Anna, Virginia;

- Father shall have the Children with him from June 27 at 9:00 a.m. until June 30 at 10:00 p.m. and shall have the right to take the them to Smith Mountain Lake, Virginia;

- On the following alternating holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, President's Day, Easter Day, and Memorial Day; and

- At other times and places as the parties so agree. The parties agree that Husband or Wife may exercise additional visitation with all five Children or in any combination of Children. The parties agree that the other parent shall have right of first refusal should either party be unavailable for a period of no more than two hours;

- Unless the parties agree otherwise, pick up and drop off for all visitation shall occur at the home of Mother. Each party shall give reasonable notice to the other in the event that he/she cannot make visitation at the appointed time and/or place. All holiday and special visitation described above shall take precedence over the normal visitation schedule.

1.2. Both parties recognize that it will be necessary for there to be routine communications between them so that major decisions regarding the Children can be made in accordance with his best interests. The parties agree that each party is

entitled to reasonable telephone contact with the Children when they are in the care of the other party.

1.3. The parties acknowledge that the well-being of the Children is the paramount consideration of both parents and this well-being requires that he have the companionship of both parents and that both parents participate in their Children's lives. Parties agree to cooperate with each other in order to foster a feeling of affection between the Children and each parent. Parties agree not to make disparaging remarks regarding each other or discuss any details regarding the Divorce Action in the presence of any of the Children.

1.4. Both parties shall have the right to attend any school and/or extracurricular activities which the Children are involved in, regardless of which day they occur.

2. Child Support.

Father pay child support to Wife as follows:

(1) He shall pay the monthly mortgage, second mortgage, taxes, and insurance expenses (totaling approximately \$1700 per month) of the Marital Home;

(2) He shall pay the monthly electric, cable, internet, Wife's cell phone, his credit card, and camper payment (totaling approximately \$840 per month);

(3) He shall pay Wife the sum of \$150 per week for her to use for food, clothing, entertainment and other miscellaneous expenses of the Children;

(4) husband shall ensure that the brakes on van used by Wife are repaired on or before June 30, 2018, and shall furnish Wife with an invoice reflecting work done by the repair facility. Wife shall cooperate with Husband in making said vehicle available.

(5) The parties agree to revise the child support figure set forth in this paragraph 2, immediately upon Wife obtaining employment.

3. Health Insurance for Children and Wife.

3.1. The Children and Wife are presently covered under Husband's health insurance plan through his employer. Husband

shall continue to provide coverage for the Children through the health insurance plan available through this, and any future, employer, as long as it is available to him at a reasonable cost. Husband shall continue to provide coverage for Wife through the health insurance plan available through his employer until such time as the parties have been granted a judgment of absolute divorce or until Wife has insurance available to her through her employer, whichever is sooner.

3.2. Upon Wife's obtaining employment, any and all extracurricular expenses and unreimbursed medical expenses (including but not limited to co-pays, prescriptions, orthodontia, and dental expenses) shall be paid in equal proportion by the parties. If one party has advanced payment of these expenses directly to the third-party provider of services, the other party's share shall be paid directly to the advancing party immediately upon receipt of documentation which sets forth the total expense, the uninsured portion of the expense, and the portion which has already been paid by the advancing party. Payment to the advancing party and/or the third-party shall be made immediately upon receipt of documentation which sets forth the total expense.

3.3. Both parties agree to make all reasonable efforts to use the Children's primary care physician, presently _____, except in the event of an emergency or if the primary care physician has made a referral to another medical care provider. Should either party seek any emergency medical treatment on behalf of the Children, he/she shall make all reasonable efforts to inform the other party of the nature of the emergency and the location of the emergency medical provider, as soon as practicable.

4. Marital Home.

4.1. The parties own, as tenants by the entireties, real property known as 14528 Fairview Hill Road, Clear Spring, Washington County, Maryland, which was acquired by them during the marriage ("the Marital Home"). Both parties represent to the other that the Home is subject only to (1) a mortgage lien held by Wells Fargo ("Mortgagee"), which secures a debt for which the parties liable and which has an approximate current principal balance of \$180,000 ("First Mortgage Debt"); and (2) a mortgage lien held by BB&T ("Second Mortgagee"), which secures a debt for which the parties liable and which has an approximate current principal balance of \$2,000 ("Second Mortgage Debt").

Neither party shall increase either Mortgage Balance or permit any other lien or encumbrance to be placed against the Marital Home.

4.2. The Marital Home is presently occupied by Wife and the Children. Husband shall vacate the home by 9:00 p.m. on June 15, 2018. The parties agree that upon the signing of this Agreement, Husband shall be responsible for paying the expenses set forth in Paragraph 2, above. Wife shall have use and possession of the Marital Home upon the execution of this Agreement, except that Husband return from time to time to retrieve items of personal property and/or to pick up or drop off the Children from visitation and/or to provide any repairs or updates suggested by the realtor in Paragraph 4.3, and agreed upon by the parties. Neither party shall dispose of any personal property belonging to the other (or belonging to both parties), except upon the express written agreement of both parties.

4.3. The parties shall immediately list the Marital Home for sale with Brandi French, a realtor of their joint selection who shall determine the listing price. The parties agree to accept any *bona fide* offer to purchase the Marital Home within 5% of the then-current listing price. The parties shall cooperate fully with the realtor in an effort to sell the Marital Home. This will include, but not be limited to, their agreement that "open houses" be conducted regularly and that there be a For Sale sign posted conspicuously on the property, etc. Wife shall maintain the Marital Home in clean, neat, showcase condition during the entire time when it is listed for sale. Both parties shall contribute, to the extent they are able, funds and labor to make reasonable repairs and updates recommended by the realtor. The net proceeds of sale of the Marital Home, if any, shall be divided evenly between the parties. The net proceeds of sale shall mean such sum as remains after deducting from the gross sales price (a) any broker's fees incurred in connection with the sale, (b) all other expenses of sale and closing costs, (c) any outstanding liens and encumbrances, including the principal, accrued interest and any prepayment penalty due on the mortgage.

5. Voluntariness.

Each party has been represented or has had the opportunity to be represented by independent counsel of his or her choice in

the negotiation and execution of this Agreement. Each party acknowledges and agrees that he or she has executed this Agreement freely and voluntarily for the purpose and with the intent of recording their agreement to determine all the issues relating to their respective rights and obligations incident to or arising out of custody, visitation and support for the children. There are no warranties, promises, covenants, or undertakings other than those expressly set forth in this Agreement. Each party acknowledges that this Agreement is fair and reasonable and that it is not the result of duress or undue influence exercised by the other or by any other person or persons.

6. Protective Order.

Husband has a protective order pending against Wife in the Circuit Court for Washington County, Maryland, Case no. C-21-FM-18-000928 ("the Protective Order Action"). Both parties shall take such steps as are necessary to dismiss the Protective Order Action, as soon as possible upon the execution of this Agreement. Neither party shall abuse or threaten to abuse the other party and/or the Children.

7. Miscellaneous.

7.1. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Maryland.

7.2. This Agreement contains the entire understanding of the parties; and there are no representations, warranties, covenants, or undertakings other than those expressly set forth in this Agreement.

7.3. No provision of this Agreement shall be construed for or against any party by reason of the fact that he or his legal counsel prepared any part of it.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

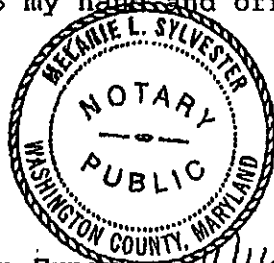
Kyana M. Long
Dulcra Z. Kirk

Julie M. Barr (SEAL)
Julie M. Barr
David L. Barr (SEAL)
David L. Barr

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY, that on this 14th day of June, 2018, Julie M. Barr personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Temporary Agreement as to Custody, Visitation and Child Support are true and correct as therein stated and acknowledged that the said Agreement is in fact her act and deed and that she has full understanding thereof.

WITNESS my hand and official Notarial Seal.



[Signature]

Notary Public

My Commission Expires 11/16/2020

STATE OF MARYLAND, COUNTY OF Washington, to-wit:

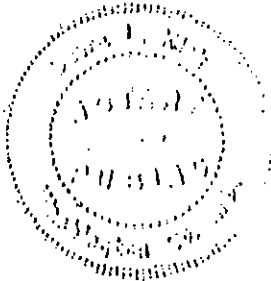
I HEREBY CERTIFY, that on this 14th day of June, 2018, David L. Barr personally appeared before me and made oath in due form of law that the matters and facts set forth in the foregoing Temporary Agreement as to Custody, Visitation and Child Support are true and correct as therein stated and acknowledged that the said Agreement is in fact his act and deed and that he has full understanding thereof.

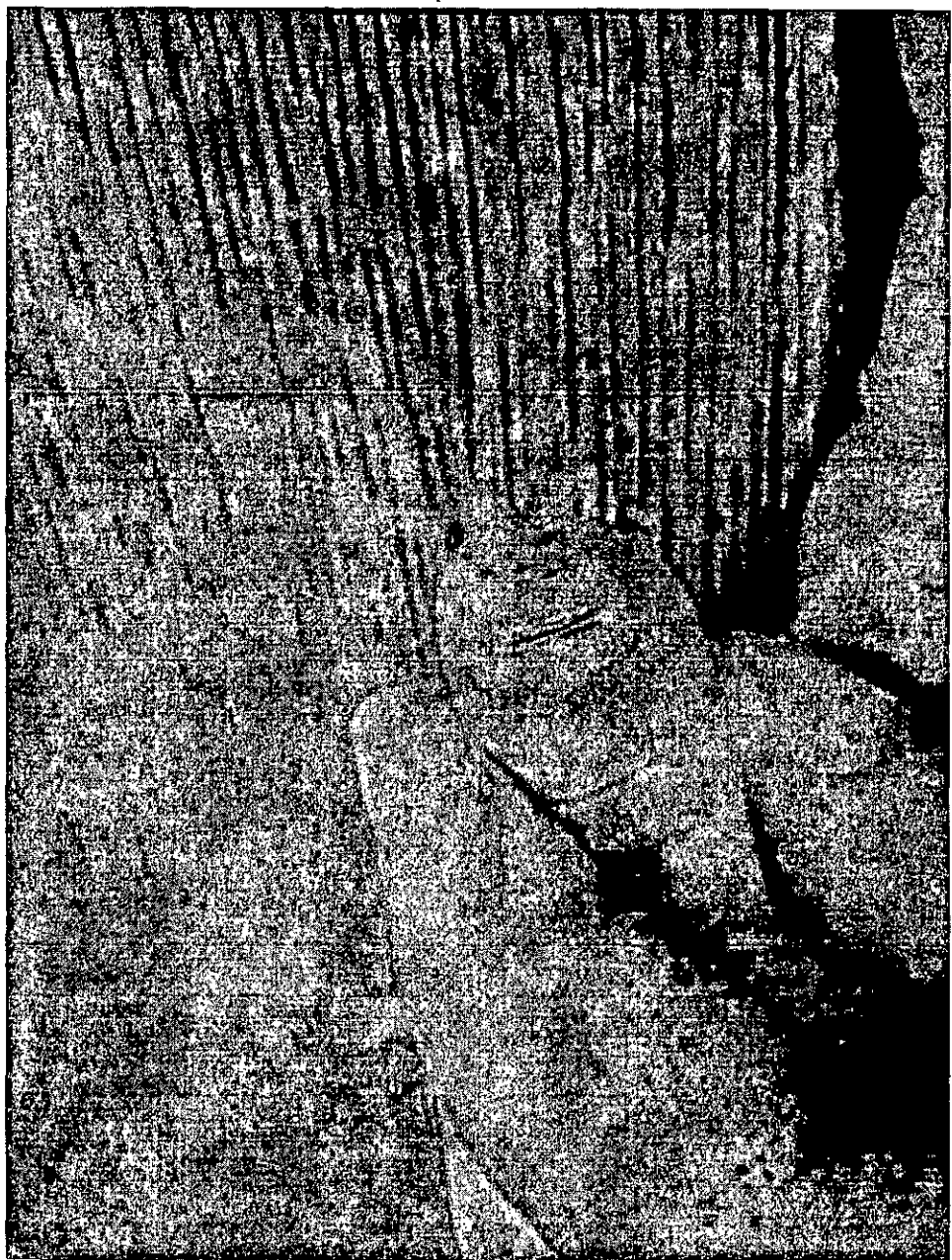
WITNESS my hand and official Notarial Seal.

Dulcra Z. Kirk

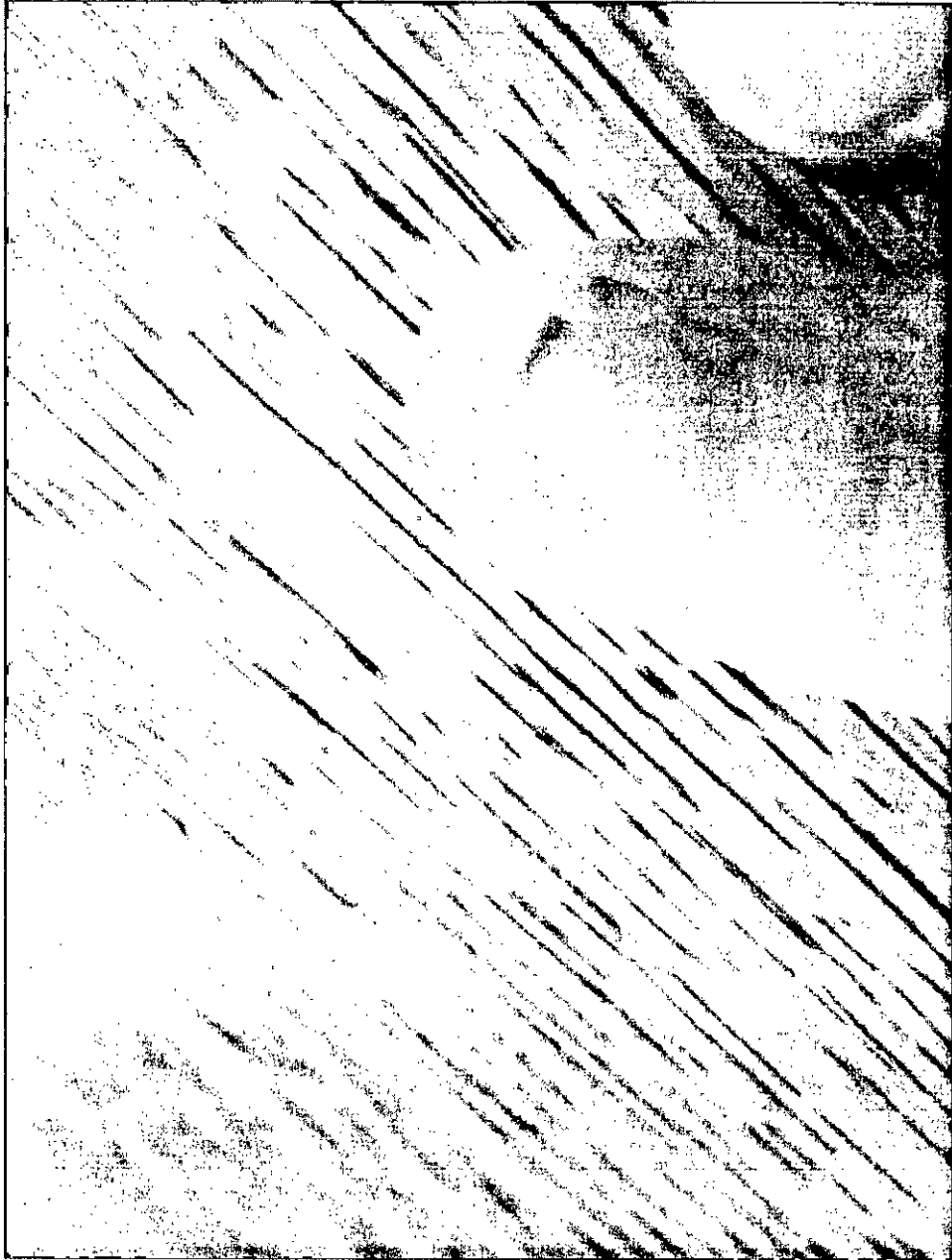
Notary Public

My Commission Expires: 10/6/19





Blumberg No. 5114
DEFENDANT'S
EXHIBIT
3



Jason Morton

From: Jason Morton
Sent: Friday, August 31, 2018 2:24 PM
To: 'tmallon@mallon-jurisprudence.com'; 'Eric Andrews'
Subject: RE: Retrieval of Jescella and Klayton's personal items

Tom –

Julie's position is patently absurd.

Yesterday, Julie proposed (through at the conclusion of the Scheduling Conference) using her brother as a peacekeeper when the children came into the home to retrieve their belongings. Now that Dave proposes using an off-duty deputy (at his expense) as the peacekeeper, the children do not have any items in the home? It defies all common sense that when the children went with their father for the week of August 20, they took with them everything that they needed from the home.

I even wrote *in two separate e-mails* that if there was a dispute as to any item, it would be left behind.

Now, Jescella and Klayton will not be able to get the clothing they want for the first day of school on Tuesday.

And need I remind you that these arrangements have the approval of the children's best interest attorney?

I do not know what Julie is thinking of in denying the children access to the home this weekend – but it is certainly not the children's feelings or welfare.

Therefore, I am informing both of you that Dave (and the children) will not be going to the marital home this weekend to retrieve their belongings this weekend. Perhaps Eric can sort this out when he meets with Julie on Tuesday, but by then the damage will be done.

Eric, I would appreciate your informing DFC Ebersole that his services are not needed.

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

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Please note that my new email address is jmorton@salvatoremorton.com and please use this address from this point forward. Thank you.

From: tmallon@mallon-jurisprudence.com <tmallon@mallon-jurisprudence.com>
Sent: Friday, August 31, 2018 1:47 PM



To: Jason Morton <jmorton@salvatoremorton.com>; 'Eric Andrews' <ebalaw@verizon.net>

Subject: RE: Retrieval of Jesscella and Klayton's personal items

Gentlemen,

It is my understanding that Jesscella has all of her belonging which were taken before Ms. Barr went on vacation. I will send supporting photographs of the empty draws when get them (most likely over the weekend), unless Jesscella is referring to a vape device and empty beer containers found under her bed. These items were not taken by Jesscella, but will not be returned either as she never had any permission to have them.

As for Klayton's belongings, it is my understanding he took most, but not all of his belonging. Please have him provide a list of the items he is wishing to retrieve and we can make alternative arrangements.

Sincerely,

Thomas Mallon, Esquire
Law Office of Thomas K. Mallon, LLC
1107 Kenilworth Drive, Suite 305
Towson, Maryland 21204
410 847-9075 (Office)
410 847-9078 (Facsimile)
240 888-0000 (Mobile)
tmallon@Mallon-Jurisprudence.com

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Attorney Client Privilege Asserted in All Electronic Communications

From: Jason Morton <jmorton@salvatoremorton.com>

Sent: Friday, August 31, 2018 8:35 AM

To: Eric Andrews <ebalaw@verizon.net>

Cc: tmallon@mallon-jurisprudence.com

Subject: RE: Retrieval of Jesscella and Klayton's personal items

Gentlemen –

6:30 this evening will work for Dave, Jesscella and Klayton. Jesscella has practice until 6:00, and a team dinner immediately following, so it is crucial that everyone be there timely and “complete the mission as possible.” They are getting only personal items, and if there any disputes as to a particular item, the item will be left at the marital home, and the children/parties can bring that up with Eric later on. I trust that will not be necessary.

Dave will accompany the children. Because DFC Ebersole will be there, there is no reason for Julie to have anyone else on the premises.

Eric, if you could ask DFC Ebersole to arrive at the premises by 6:30, that would be great. Dave will pay him \$50 when he gets there, representing a fee for one hour's work, including travel time.

Dave's cell is 240/818-5333. The address is 14528 Fairview Hill Road, Clear Spring.

I think that covers all of the details. If there are any other questions or concerns, please let me know. Otherwise, I ask that both of you confirm that this arrangement is acceptable ASAP.

Thanks,

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

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Please note that my new email address is jmorton@salvatoremorton.com and please use this address from this point forward. Thank you.

From: Eric Andrews <ebalaw@verizon.net>
Sent: Friday, August 31, 2018 7:04 AM
To: Jason Morton <jmorton@salvatoremorton.com>
Cc: tmallon@mallon-jurisprudence.com
Subject: Re: Retrieval of Jescella and Klayton's personal items

Gentlemen:

I have spoken with Dfc Ebersole who indicates he is available at anytime from 4:15 on this evening. He will await instruction.

Eric

Sent from my iPhone

On Aug 30, 2018, at 4:14 PM, Jason Morton <jmorton@salvatoremorton.com> wrote:

Gentlemen --

I spoke with Dave about the children getting their personal belongings from the marital home sometime tomorrow afternoon or Saturday morning. He is not comfortable with using Julie's brother as the peacekeeper, so he proposes using DFC Rick Ebersole. Dave would be present, also.

He anticipates that it would not take any more than half an hour on premises, and he recognizes that if there is a dispute about whether a particular item stays or goes, then the disputed item will stay -- and Eric can sort it out at a later time.

DFC Ebersole would be paid for an hour's time (factoring in his travel to and from the Barrs' residence) at the rate of \$50/hour, which Dave would pay.

Dave has to check with Jescella and Klayton and see when they are available. Then I will follow up with you both.

Eric, can you put Rick on notice in the meantime?

Thanks,

Jason

Jason Morton
Law Offices of Salvatore & Morton, LLC
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740
(tel) 301/739-3600
(fax) 301/797-6065

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Please note that my new email address is jmorton@salvatoremorton.com and please use this address from this point forward. Thank you.



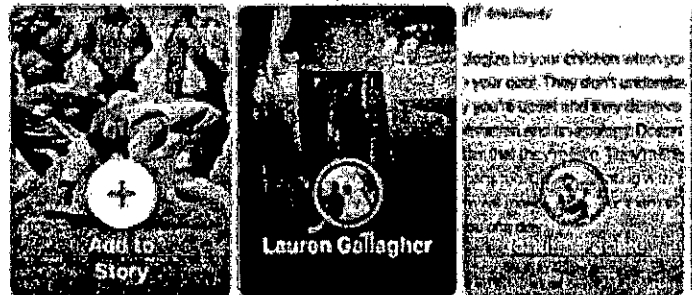
Live

Photo

Check In

Stories

Your Archive



Julie Barr
12 mins · 21

Hi everyone! would like to tell you of my wonderful yard sale
I'm having tools, ladders, and alot more come get FREE!
First come first serve. My address is 14528 Fairview Hill
Lane Clear Spring. No buggy is not included.

Like

Comment



Under Armour
Sponsored ·

The slimmed down and formfitting UA Breathe Trainer has a
hidden strap for locked-in lateral support.



Slumberg No. 5114

DEFENDANT'S
EXHIBIT

5



PENGAD 800-631-6989
PLAINTIFF'S
EXHIBIT
2







10001











PENGAD 800-631-6239

PLAINTIFF'S
EXHIBIT

3



PENGAD 800-631-6699
PLAINTIFF'S
EXHIBIT
4